



APPLICATION FOR LAND OR RIGHT-OF-WAY ACCESS PERMIT

The San Francisco Public Utilities Commission's Land or Right-of-Way Access Program provides for short-term access through its lands and right-of-ways to the owners of adjoining property. The purpose for this access is quite diverse, but some examples include: the removal of private property, vegetation, vehicles, etc.; access for construction, tree removal/maintenance, fence construction or repair; or other reasons where access through private property is difficult or not feasible.

The procedures for securing access involve the completion of an Access Permit Application, along with the submittal of the appropriate insurance indemnification and the associated fees. The fees associated with issuance of an Access Permit have been approved by the Public Utilities Commission and are intended to recover the Department's costs as related to processing, handling and inspecting the permit area.

ACCESS PERMIT COSTS

Short-Term Access (1 to 14 days)\$712 plus \$222.00/day

PROCEDURES

To apply for an ACCESS PERMIT, complete the attached application and submit your application to this office along with your permit fees. Your application will be reviewed and processed and may require a field inspection prior to issuance. Make sure to fill out the attached Permit and sign it on page 8.

Once the application has been approved, a permit will be mailed to you. If your access will require obtaining keys to locked gates, it will be necessary to pick up a security key at one of our offices, depending upon where the permit is located and the date the permit will be active. Our offices are located in Burlingame for access in San Mateo and Santa Clara Counties, or in Sunol for access in Alameda County. Your permit will indicate the location of the office where you will pick up and return keys.

INSURANCE

For liability reasons, a Certificate of Insurance will be required for issuance of an Access Permit. Evidence of insurance coverage for comprehensive general liability in an amount of a least \$1,000,000 must be provided. Insurance may be in the form of either a homeowners or vehicle insurance policy. The Certificate of Insurance shall list the City and County of San Francisco and its Public Utilities Commission as the certificate holder and must also state that the City and County of San Francisco and its Public Utilities Commission are Additional Insureds. Please request that your insurance carrier mail the Certificate of Insurance directly to this office.

RELEASE AND INDEMNITY

Any entry onto and use of the Land or Right-of-Way without prior written permission from the SFPUC is STRICTLY PROHIBITED, and any and every entry onto the Land or Right-of-Way shall be at the entering person(s)' sole risk and expense. By entering onto the Land or Right-of-Way, the entering person(s) agree (i) to INDEMNIFY, DEFEND, REIMBURSE AND HOLD HARMLESS the City and County of San Francisco and each of its divisions, employees and agents from and against any and all demands, claims, losses, costs, damages and liabilities of any kind, arising in any manner out of or relating to such entry, and (ii) to fully RELEASE, WAIVE AND DISCHARGE forever any and all claims, known and unknown, direct and indirect, and to COVENANT NOT TO SUE the City and County of San Francisco, its divisions, employees and agents, for any matters related to such entry, including but not limited to any claim relating to condition of the Land or Right-of-Way.

INSPECTION OR CONSULTATION

If the nature of your request involves access for construction, access by heavy equipment, removal of large trees or in any way may involve the removal of City property such as temporarily removing a fence for access, it may be determined to require inspection or consultation, and an additional fee may be charged.

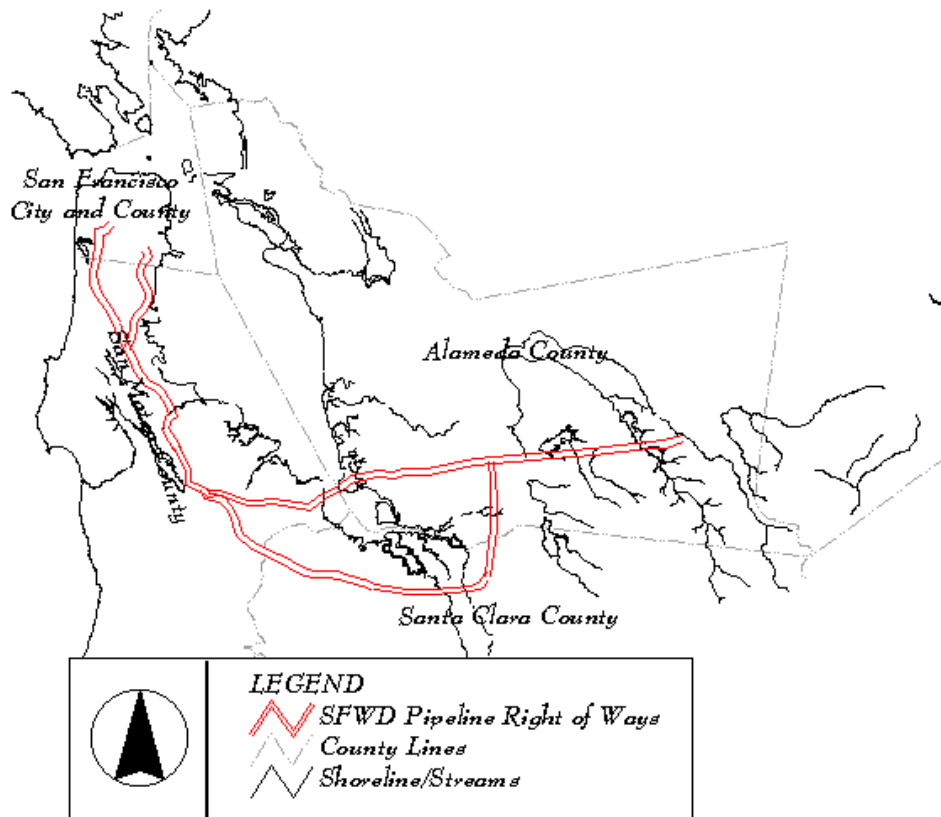
If the nature of your request involves any construction or access by heavy equipment on or near a pipeline, or if it may require the installation, construction or storage of any material on City property, it may be determined that an Engineering Permit is necessary. In this case, your application will be returned and you will be required to apply for a Land Use Permit to the San Francisco Public Utilities Commission Land Engineering Section.

CONTACTS

For general information regarding the permit process, please call (650) 652-3212. If you need information specific to a particular right-of-way location, please refer to the following numbers.

- San Mateo or Santa Clara Counties650-652-3209
- Alameda County650-872-5916

**SAN FRANCISCO WATER DEPARTMENT
PIPELINE RIGHT OF WAY**



VEHICLE INFORMATION

PLEASE LIST INFORMATION FOR ALL VEHICLES, WHICH WILL ACCESS THE Land or Right-of-Way.

YEAR	MAKE	MODEL	COLOR	VEHICLE WEIGHT	LICENSE No.	STATE

EQUIPMENT INFORMATION

PLEASE LIST INFORMATION FOR ALL EQUIPMENT, WHICH WILL ACCESS THE Land or Right-of-Way.

TYPE EQUIPMENT	EQUIPMENT WEIGHT

INSURANCE INFORMATION

PLEASE indicate the type of insurance coverage you have.

	Policy Number	Carrier/Agent	Expiration Date
<input type="checkbox"/> Certificate of Insurance			
<input type="checkbox"/> Home Owners Policy			
<input type="checkbox"/> Vehicle Insurance			

REQUIRED SIGNATURE

*I certify that, to the best of my knowledge, all statements are correct and complete. I understand that willful omission or falsification of information or failure to observe the conditions of this Access Permit may result in denial or revocation of my Access Permit.

Applicant Signature:

Date:

BELOW FOR OFFICE USE ONLY

INSPECTION / REVIEW

Application			Processing		Permit Information	
PI	II	MAP	Fees	CAO Review	File No.:	Assign Inspct.
DA	RS		Insurance	GM	Date Issued:	Permit Ended
VI	EA		Comp Permit	PUC	Site Review	Filed

THIS REVOCABLE ACCESS PERMIT (this "**Permit**"), dated for reference purposes only as of the date adjacent to the applicant's signature on the attached Application for Land Use or Right-of-Way Access Permit (the "Application"), is made by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("**City**"), acting by and through its Public Utilities Commission ("**SFPUC**") and the San Francisco Water Department ("**SFWD**"), and **Permittee** (shown on the Application).

City and Permittee agree as follows:

- 1. License.** City confers to Permittee a revocable, personal, and non-exclusive license to enter upon the real property owned by City and described in Exhibit A attached hereto (the "**Permit Area**"), for the limited purpose and subject to the terms, conditions and restrictions set forth below. Permittee shall bear all costs or expenses of any kind or nature in connection with its use of the Permit Area, and shall keep the Permit Area free and clear of any liens or claims of lien arising out of its use of the Permit Area. The privilege given to Permittee under this Permit is effective only insofar as the rights of City in the Permit Area are concerned, and Permittee shall obtain any further permission necessary. Without limiting the foregoing, this Permit is being issued subject and subordinate to all of the terms and conditions of all existing and future documents and instruments of record affecting the Permit Area (collectively, the "**Recorded Documents**"). PERMITTEE ACCEPTS THE PERMIT AREA IN ITS "AS IS" CONDITION, AND ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR ANY OF ITS AGENTS HAVE MADE, AND CITY HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PERMIT AREA.
- 2. Use of Permit Area.** Permittee may enter upon and traverse the Permit Area for the sole purpose indicated in the Application, and for no other purpose whatsoever. Permittee is aware that the Permit Area constitutes a portion of City's water pipeline delivery system. Notwithstanding anything to the contrary in this Permit, any and all of Permittee's activities hereunder shall be subject and subordinate at all times to City's existing and future use of the Permit Area. If any portion of the Permit Area or any property of City located on or about the Permit Area is damaged by any of Permittee's or its agents activities, Permittee shall immediately notify City and, at its sole cost, shall immediately repair any and all such damage and restore the Permit Area or property to its previous condition.
- 3. Additional Restrictions on Use.** Permittee agrees that, by way of example only and without limitation, the following uses of the Permit are strictly prohibited: the use of heavy equipment and vehicles (Permittee's use of vehicles shall be limited to the vehicle(s) and equipment, if any, stated on the Application); the transport, use or disposal of any hazardous or toxic material; and any act that constitutes waste, nuisance or unreasonable annoyance. Notwithstanding the above, Permittee shall immediately notify City when Permittee learns of, or has reason to believe that, a release of hazardous material has occurred on or about the Permit Area. For purposes hereof, the term "**hazardous material**" shall include asbestos, petroleum and gas products, except as used in a permitted vehicle.
- 4. Permit Fee.** Permittee shall pay to City a one-time non-refundable permit fee in the amount of the Permit Fee shown in the Inspection/Review section of the Application. If this Permit is for thirty (30) days or longer (and without limiting its right to revoke this Permit), City may at any time, upon not less than 30 days' written notice to Permittee, charge a use fee for the privilege given hereunder, and City may increase such fee from time to time.
- 5. Term of Permit.** The privilege conferred to Permittee pursuant to this Permit shall commence on the date on which this Permit is executed and delivered by City (the "**Commencement Date**") (subject to the provisions of Section 19(m) below), and shall immediately expire upon the earlier of (i) oral or written notice from City revoking this Permit, and (ii) the final date for access stated on the Application. City may, at its sole option, freely revoke this Permit at any time without cause or liability, and without any obligation to pay any consideration or return any permit fee to Permittee. Upon the revocation or termination of this Permit, Permittee shall immediately surrender the Permit Area in the same condition as received, free from hazards and debris, and shall repair, at its cost, any damage to the Permit Area.

6. Insurance.

(a) Permittee shall procure at its expense and keep in effect at all times during the term of this Permit insurance, in form and from an insurer reasonably acceptable to City, as follows: (i) General Liability Insurance with limits not less than **\$1,000,000** each occurrence Combined Single Limit for Bodily Injury and Property Damage; and (ii) Automobile Liability Insurance with limits not less than **\$1,000,000** each occurrence Combined Single Limit for Bodily Injury and Property Damage.

(b) All liability policies required hereunder shall provide for the following: (i) name as additional insured the City and County of San Francisco and its Public Utilities Commission; (ii) specify that such policies are primary insurance and that insurance applies separately to each insured against whom a claim is made, and (iii) include a waiver of subrogation endorsement or provision wherein the insurer acknowledges acceptance of Permittee's waiver of claims against City. Such policies shall also provide for severability of interests and that an act or omission of one of the named insured which would void or otherwise reduce coverage shall not reduce or void the coverage as to any other insured, and shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose in whole or in part during the policy period.

(c) Prior to commencement of this Permit and immediately at City's request at any time, Permittee shall deliver to City certificates of insurance in form and with insurers satisfactory to City, evidencing the coverages required hereunder. Permittee's compliance with the provisions of this Section 6 shall in no way relieve or decrease Permittee's indemnification obligations hereunder. Notwithstanding anything to the contrary in this Permit, this Permit shall terminate immediately, without notice to Permittee, upon the lapse of any required insurance coverage.

7. Compliance with Laws. Permittee shall, at its expense, conduct and cause to be conducted all activities on the Permit Area allowed hereunder in a safe and reasonable manner and in compliance with all laws, statutes, ordinances, rules, regulations, policies, orders, edicts and the like (collectively, "**Laws**") of any governmental or other regulatory entity. Permittee understands and agrees that City is entering into this Permit in its capacity as a property owner with a proprietary interest in the Permit Area and not as a regulatory agency with police powers.

8. Indemnity. Permittee shall indemnify, defend, reimburse and hold harmless City, its officers, agents, employees and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind ("**Claims**"), arising in any manner out of **(a)** any injury to or death of any person or damage to or destruction of any property occurring in, on or about the Permit Area, relating to any use or activity under this Permit, **(b)** any failure by Permittee to faithfully observe or perform any of the terms of this Permit, or **(c)** any release or discharge, or threatened release or discharge, of any hazardous material caused or allowed by Permittee, its agents or invitees; except to the extent of Claims solely resulting directly from the negligence or willful misconduct of City. In addition to Permittee's obligation to indemnify City, Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim that actually or potentially falls within this indemnity provision even if such allegation may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Permittee by City. The foregoing indemnity shall include, without limitation, all costs and expenses incurred by the City, including, without limitation, damages for decrease in the value of the Permit Area and claims for damages or decreases in the value of adjoining property.

9. Waiver of Claims and Release. **(a)** Neither City nor any of its commissions, boards, officers, agents or employees shall be liable for any damage to, or for any bodily injury or death, resulting or arising from the condition of the Permit Area or its use by Permittee. **(b)** Permittee acknowledges that this Permit is freely revocable by City and in view of such fact, Permittee expressly assumes the risk of making any expenditures in connection with this Permit, even if such expenditures are substantial. **(c)** Without limiting any indemnifications or other waivers contained herein, Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all Claims relating to the Permit Area or this Permit, and covenants not to sue, City, its departments, commissions, officers, and employees, and all persons acting through them, under any present or future laws. **(d)** Permittee

acknowledges that the above release includes all known and unknown, direct or indirect, and anticipated and unanticipated Claims. The releases contained herein shall survive any termination of this Permit.

10. MacBride Principles - Northern Ireland. The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Sections 12F.1 et seq. The City also urges companies to do business with corporations that abide by the MacBride Principles. Permittee acknowledges that it has read and understands the above statement of the City concerning doing business in Northern Ireland.

11. No Tobacco Advertising. Permittee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the City, including the property that is the subject of this Permit. This 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 prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

12. Taxes. Permittee agrees to pay taxes of any kind, including, but not limited to, possessory interest taxes, that may be lawfully assessed on the interest hereby created and to pay all other taxes, excises, licenses, permit charges and assessments based on Permittee's usage of the Permit Area that may be imposed upon Permittee by law, all of which shall be paid when the same becomes due and payable and before delinquency.

13. Conflict of Interest. Through its execution of this Permit, Permittee acknowledges that it is familiar with the provisions of Sections 15.103 of the San Francisco Charter, Article III, Chapter 2 of the 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 provision, and agrees that if Permittee becomes aware of any such fact during the term of this Permit, Permittee shall immediately notify the City.

14. Notification of Limitations on Contributions. Whenever a lease of land from the City requires the approval by a City elective officer or the board on which that City elective officer serves, Section 1.126 of the San Francisco Campaign and Governmental Conduct Code prohibits the person leasing such land from making any campaign contribution to the officer at any time from the commencement of negotiations for such contract until the termination of negotiations for such contract or three (3) months following the date the contract is approved by the City elective officer or the board on which that City elective officer serves. Although this Permit is not a lease and creates only a non-possessory interest in the Permit Area, the provisions of Section 1.126 of the San Francisco Campaign and Governmental Conduct Code may nevertheless apply to this Permit.

15. Tropical Hardwoods and Virgin Redwoods. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code. Permittee agrees that, except as permitted by the application of Sections 802(b) and 803(b), Permittee shall not use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product in the performance of its activities under this Permit.

16. Non-Discrimination. Permittee covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, height, weight, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Permittee, in any of Permittee's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Permittee. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code, relating to non-discrimination by parties contracting with the City and County of San Francisco, are incorporated herein by reference and made a part hereof as though fully set forth herein.

Permittee agrees to comply with all of the provisions of such Chapters 12B and 12C that apply to permittees under revocable permits.

17. Notices. Except as otherwise expressly provided herein, any notices given under this Permit shall be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail with a return receipt requested, or nationally-recognized overnight courier that guarantees next day delivery and provides a receipt therefore, with postage prepaid, addressed to Permittee at the address shown on the Application or addressed to City as follows (or such alternative address as may be provided in writing):

City or SFWD:	SFPUC
	Natural Resources Division
	1657 Rollins Road
	Burlingame, CA 94010

Notices herein shall be deemed given two (2) days after the date when they shall have been mailed if sent by first class, certified or overnight courier, or upon the date personal delivery is made.

18. Key Issuance. Access keys will be issued from the SFPUC office, which is closest to the location of the Permit Area as indicated below. A refundable key deposit of \$150 will be paid at the time of key pick up. The key deposit will be refunded at the time of key return. Office locations for key pick up and return are as follows:

<u>Location 1</u>	<u>Location 2</u>
SFPUC, Burlingame Office	SFPUC, Sunol Office
1657 Rollins Road	505 Paloma Way
Burlingame, CA 94010	Sunol, CA 94586

19. General Provisions. (a) This Permit may be amended or modified only by a writing signed by City and Permittee. (b) No waiver by any party of any of the provisions of this Permit 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. No waiver shall be deemed a subsequent or continuing waiver of the same, or any other, provision of this Permit. (c) Except as expressly provided to the contrary, all approvals, consents and determinations to be made by City hereunder may be made in the sole and absolute discretion of City. (d) This instrument contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (e) The section and other headings of this Permit are for convenience of reference only and shall be disregarded in the interpretation of this Permit. (f) Time is of the essence in all matters relating to this Permit. (g) This Permit shall be governed by California law and City's Charter and Administrative Code. (h) If either party commences an action against the other or a dispute arises under this Permit, 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 Permit is personal to Permittee and shall not be assigned or otherwise transferred by Permittee under any circumstances. Subject to this prohibition against transfers, this Permit shall be binding upon and inure to the benefit and burden of the parties and their respective heirs, successors and assigns. (k) All of Permittee's obligations, including all releases and indemnities hereunder, shall survive the termination or expiration of this Permit. (l) The Application is incorporated herein by reference. In the event of a conflict between the Application and the terms of this Permit, the terms of this Permit shall apply. (m) Permittee acknowledges that if Permittee obtains access to the Permit Area prior to the date City executes this Permit, such access shall be governed by the terms of this Permit and Permittee shall be bound by the terms hereof, including, without limitation, the provisions of Section 6, 7, 8 and 9 hereof.

PERMITTEE REPRESENTS AND WARRANTS TO CITY THAT IT HAS READ AND UNDERSTANDS THE CONTENTS OF THIS PERMIT, HAS HAD AN OPPORTUNITY TO REVIEW AND DISCUSS IT WITH COUNSEL OF ITS CHOOSING, AND AGREES TO COMPLY WITH AND BE BOUND BY ALL OF ITS PROVISIONS.

PERMITTEE:

By: _____

Print Name: _____

Date: _____

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____

Land and Resources Manager, SFPUC

Date: _____

EXHIBIT A

Description of Permit Area

All that certain real property located in _____ County, California, described as follows:

A portion of _____, according to SFWD records and as shown on Drawing No. _____ attached hereto as Exhibit A-1 and made a part hereof.

[If this Exhibit A or Exhibit A-1 is not completed, the "Permit Area" shall be that portion of City lands between the Access Point and Destination described in the Application.]

EXHIBIT A-1

SFWD Drawing No. _____
[Attached]

[Applicant may substitute a drawing of Permit Area or a map clearly marked to show the Permit Area for this page if desired. Any substitute drawing or map must be labeled "Exhibit A-1".]

INSURANCE REQUIREMENTS

- a. Permittee will maintain in force, during the full term of the Permit, insurance in the following amounts and coverage:
- (1) Workers' Compensation, in statutory amounts, with Employers' Liability limits not less than \$1,000,000 each accident, required only if Permittee has employees, as defined by the California Labor Code.
 - (2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
 - (3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-owned and Hired auto coverage, as applicable.
- b. General Liability and Automobile Liability insurance policies shall provide the following:
- (1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
 - (2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this contract, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- c. All policies shall be endorsed to provide:
- Thirty (30) days' advance written notice to City cancellation, non-renewal or reduction in coverage, mailed to the following certificate holder at the following address:
- City and County of San Francisco
Natural Resources & Lands Management Division
Attention: Lisa Wayne
1657 Rollins Road
Burlingame, CA 94010
- d. Should any of the required insurance be provided under a claims-made form, Permittee shall maintain such coverage continuously throughout the term of this Permit, and, without lapse, for a period of three years beyond the Permit expiration, to the effect that, should occurrences during the Permit term give rise to claims made after expiration of the Permit, such claims shall be covered by such claims-made policies.
- e. Should any of the required insurance be provided under a form of coverage that includes a general aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be double the occurrence limits specific above.
- f. Certificates of Insurance and Additional Insured Policy Endorsements, in form and with insurers satisfactory to City, evidencing all coverage above shall be furnished to City before commencing any operations under this Permit, and Permittee shall provide to the City complete copies of policies promptly upon request.
- g. Approval of the insurance by City shall not relieve or decrease the liability of Permittee hereunder.
- h. This Permit shall terminate immediately, without notice to Permittee, upon any lapse of required insurance coverage.