



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 San Francisco Public Utilities Commission (the "SFPUC") and are intended to recover its costs as related to processing, handling, and inspecting the permit area.

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.

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 ("City") and the SFPUC as the certificate holder and must also state that City and the SFPUC are named as 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 City's land or right-of-way without the SFPUC's prior written permission is STRICTLY PROHIBITED, and any and every entry onto such land or right-of-way shall be at the entering person(s)' sole risk and expense. By entering onto such land or right-of-way, the entering person(s) agree (i) to INDEMNIFY, DEFEND, REIMBURSE, AND HOLD HARMLESS City 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 City, its divisions, employees, and agents for any matters related to such entry, including but not limited to any claim relating to condition of City's land or right-of-way.

(209) 989-2137

1 Lake Shore Drive

Moccasin, CA 95347

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, SFPUC inspections or consultations may be required, and corresponding additional fees 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 such event, your application will be returned and you will be required to apply for a Land Use Permit from the SFPUC, Hetch Hetchy Water and Power (HHWP), Maintenance Engineering Section.

CONTACTS

For general information regarding the permit process or need information specific to a particular parcel of City's land or right-of-way, please call (209) 989-2137.



APPLICATION FOR LAND OR RIGHT-OF-WAY ACCESS PERMIT

PERMITTEE INFORMATION		File No. _____
NAME & COMPANY NAME:		
NUMBER AND STREET:		APT. No.
CITY:	STATE:	ZIP:
BUSINESS/HOME PHONE:	CELL:	FAX:
DESCRIPTION OF ACCESS		No. of people in group: _____
DATE(S):	TIME ENTERING:	TIME LEAVING:
ACCESS POINT:		
DESTINATION:		
PURPOSE OF ACCESS:		
<input type="checkbox"/> Simple Access	<input type="checkbox"/> Debris Removal	
<input type="checkbox"/> Vegetation Removal	<input type="checkbox"/> Utility Maintenance	
<input type="checkbox"/> Tree Work	<input type="checkbox"/> Vehicle Removal	
<input type="checkbox"/> Construction Access	<input type="checkbox"/> Landscaping	
PLEASE STATE THE NAME OF YOUR PROJECT AND DESCRIBE THE PURPOSE OF THIS ACCESS AS THOROUGHLY AS POSSIBLE.		

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:
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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 Hetch Hetchy Water and Power ("**HHWP**"), and the permittee ("**Permittee**") identified on the Application.

City and Permittee agree as follows:

1. **Permit.** City confers to Permittee a revocable, personal, and non-exclusive Permit to enter upon the real property owned by City and described in the attached **Exhibit A** (the "**Permit Area**") and depicted on the attached **Exhibit A-1**, 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 EMPLOYEES, CONTRACTORS OR OTHER 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 designated as "Purpose of Access," and for no other purpose whatsoever. Permittee is aware that the Permit Area constitutes a portion of City's water pipeline delivery system and/or power lines. Notwithstanding anything to the contrary in this Permit, any and all of Permittee's activities under this Permit shall be subject and subordinate at all times to City's existing and future use of the Permit Area.

(a) **Restoration and Surrender of Permit Area.** Immediately following completion of any work allowed by this Permit, Permittee shall remove all debris and any excess dirt and shall restore the Permit Area to its condition immediately prior to such work, to City's satisfaction. Further, at City's written request, Permittee shall promptly alter or remove, at its sole expense, any and all facilities, improvements, plantings, or other property installed or placed in, on, under, or about the Permit Area by Permittee. In the request, City may specify reasonable time limits for completion of the removal work. If, after such written notice, Permittee fails to complete the requested work within the prescribed time limits, City may perform the requested work and charge Permittee all costs and expenses so incurred by City. Such amount shall be due and payable upon City's demand. In the event of an emergency, at City's sole option, at Permittee's sole expense, and without notice, City may, alter, remove, or protect any and all facilities, improvements, plantings, or other property installed or placed in, on, under, or about the Permit Area by Permittee. Upon the expiration of this Permit or within ten (10) days after any sooner revocation or other termination of this Permit, Permittee shall surrender the Permit Area in the same condition as received, and broom clean, free from hazards, and clear of all debris. At such time, Permittee shall remove all of its property from the Permit Area and shall repair, at its cost, any damage to the Permit Area caused by such removal. Permittee's obligations under this Section shall survive any termination of this Permit.

(b) **Exercise of Due Care.** Permittee shall use, and shall cause its Agents (defined below in **Section 8**) to use, due care at all times to avoid any damage or harm to City's water pipelines, facilities, or other property and to native vegetation and natural attributes of the Permit Area. Permittee shall not disturb the surface of the Permit Area or perform any excavation work without City's prior written approval, which City may withhold at its sole discretion. City may condition and/or oversee any permitted work. Permittee shall immediately inform City of any actual or potential damage to City's water pipelines, facilities, or other property, and any such damage shall be promptly repaired by Permittee, at its own expense, to City's satisfaction; provided, at its sole discretion, City may elect to make any necessary repairs itself, at Permittee's sole cost, by notifying Permittee of such fact. Upon completion of the repairs, City shall send to Permittee a bill therefor, which Permittee shall pay within thirty (30) days following receipt. Under no circumstances shall Permittee damage, harm, or take any rare, threatened, or endangered species present on or about the Permit Area.

(c) **No Costs to City.** 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 or in any way connected with its use of the Permit Area.

3. **Additional Restrictions on Use.** By way of example only and without limitation, the following uses of the Permit Area 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 of this Permit, 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 the term of this Permit is for thirty (30) days or longer (and without limiting its right to revoke this Permit), at any time but upon not less than 30 days' written notice to Permittee, City may charge a use fee for the privilege given under this Permit, 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 22(m) below), and shall immediately expire upon the earlier of (a) City's oral or written notice revoking this Permit, and (b) the final date for access stated on the Application. At its sole option, City may 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) commercial 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 by this Permit shall provide for the following: (i) name as additional insured City and the SFPUC; (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 that 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 that occurred or arose in whole or in part during the policy period.

(c) Prior to commencement of this Permit, and immediately after 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 by this Permit. Permittee's compliance with the provisions of this Section 6 shall in no way relieve or decrease Permittee's indemnification obligations under this Permit. 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.** At its sole expense, Permittee shall conduct and cause to be conducted all activities on the Permit Area allowed by this Permit 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 (collectively, "**Agents**"), 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 City's gross negligence or willful misconduct. 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 Claims that actually or potentially fall within this indemnity provision even if such allegations may be groundless, fraudulent or false, which obligation arises at the time any Claim is tendered to Permittee by City. The foregoing indemnity shall include, without limitation, all costs and expenses incurred by 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, or other Agents 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 or other Agents, 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 in this Permit shall survive any termination of this Permit.

10. MacBride Principles - Northern Ireland. 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.* 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 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 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. Prohibition of Alcoholic Beverage Advertising. Permittee acknowledges and agrees that no advertising of alcoholic beverages is allowed on the Permit Area. 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 alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product.

13. Restrictions on the Use of Pesticides. Chapter 3 of the San Francisco Environment Code (the Integrated Pest Management Program Ordinance or "**IPM Ordinance**") describes an integrated pest management ("**IPM**") policy to be implemented by all City departments. Permittee shall not use or apply or allow the use or application of any pesticides on the Permit Area or contract with any party to provide pest abatement or control services to the Permit Area without first receiving City's written approval of an IPM plan that (a) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Permittee may need to apply to the Permit Area during the term of this Permit, (b) describes the steps Permittee will take to meet the City's IPM Policy described in Section 300 of the IPM Ordinance and (c) identifies, by name, title, address, and telephone number, an individual to act as the Permittee's primary IPM contact person with the City. Permittee shall comply, and shall require all of Permittee's contractors to comply, with the IPM plan approved by the City and shall comply with the requirements of Sections 300(d), 302, 304, 305(f), 305(g), and 306 of the IPM Ordinance, as if Permittee were a City department. Among other matters, such provisions of the IPM Ordinance: (i) provide for the use of pesticides only as a last resort, (ii) prohibit the use or application of pesticides on property owned by the City, except for pesticides granted an exemption under Section 303 of the IPM Ordinance (including pesticides included on the most current Reduced Risk Pesticide List compiled by City's Department of the Environment), (iii) impose certain notice requirements, and (iv) require Permittee to keep certain records and to report to City all pesticide use at the Permit Area by Permittee's Agents.

If Permittee or Permittee's contractor will apply pesticides to outdoor areas at the Permit Area, Permittee must first obtain a written recommendation from a person holding a valid Agricultural Pest Control Advisor Permit issued by the California Department of Pesticide Regulation ("**CDPR**") and any such pesticide application shall be made only by or under the supervision of a person holding a valid, CDPR-issued Qualified Applicator certificate or Qualified Applicator

Permit. City's current Reduced Risk Pesticide List and additional details about pest management on City property can be found at the San Francisco Department of the Environment website, <http://sfenvironment.org/ipm>.

14. 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 created by this Permit and to pay all other taxes, excises, Permits, permit charges, and assessments based on Permittee's usage of the Permit Area that may be imposed upon Permittee by any Laws, all of which shall be paid when the same becomes due and payable and before delinquency.

15. 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 City.

16. Notification of Limitations on Contributions. Whenever a lease of land from 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.

17. Tropical Hardwoods and Virgin Redwoods. 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. 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.

18. Non-Discrimination. Permittee shall not 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 shall comply with all of the provisions of such Chapters 12B and 12C that apply to permittees under revocable permits.

19. 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 therefor, 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):

SFPUC - Hetch Hetchy Water and Power
Ray Klein, Right-of-Way Manager
P.O. Box 160
1 Lake Shore Drive
Moccasin, CA 95347

A properly addressed notice, consent, request, or approval transmitted by one of the foregoing methods shall be deemed received upon the confirmed date of delivery, attempted delivery, or rejected delivery, whichever occurs first. Any e-mail addresses or facsimile numbers provided are for convenience of communication and neither party may give an official or binding notice, consent, request, or approval by e-mail or facsimile. The effective time of a notice, consent, request, or approval shall not be affected by the receipt, prior to

receipt of the original, of an e-mailed or telefacsimile copy of the notice, consent, request, or approval.

20. Food Service Waste Reduction. Permittee shall comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated into this Permit by this reference and made a part of this Permit as though fully set forth. Accordingly, Permittee acknowledges that City contractors, lessees, licensees, and permittees may not use Disposable Food Service Ware that contains Polystyrene Foam in City Facilities while performing under a City contract, lease, or Permit, and shall instead use suitable Biodegradable/Compostable or Recyclable Disposable Food Service Ware. This provision is a material term of this Permit.

21. Disability Access. Pursuant to California Civil Code Section 1938, City hereby notifies Permittee that as of the date of this Permit, the Permit Area has not undergone inspection by a "Certified Access Specialist" in order to determine whether the Permit Area meets all applicable construction-related accessibility standards under California Civil Code Section 55.53.

22. 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 under this Permit may be made at its sole and absolute discretion. (d) This instrument contains the entire agreement between the parties regarding the subject matter of this Permit and all prior written or oral negotiations, discussions, understandings, and agreements are merged in this Permit. (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 of this Permit, City's reasonable attorneys' fees 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 contained in this Permit, shall survive the termination or expiration of this Permit. (l) The Application and all attached exhibits are incorporated into this Permit 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 of this Permit, including, without limitation, the provisions of Sections 6, 7, 8 and 9 above. (n) If any provision of this Permit, or its application to any person, entity, or circumstance, shall be invalid or unenforceable, the remainder of this Permit, 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 Permit shall be valid and be enforceable to the fullest extent permitted by law, except to the extent that enforcement of this Permit without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Permit. (o) This Permit has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Permit reviewed and revised by legal counsel. No party shall be considered the drafter of this Permit, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Permit.

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: _____

HHWP Division 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 HHWP 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

HHWP 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".]