

1 [EXTENSION OF OCCUPANCY OF 680 MISSION DURING CONSTRUCTION OF SAID]
2 GRANTING A ONE YEAR EXTENSION OF REVOCABLE PERMISSION TO PANKOW RESIDENTIAL
3 BUILDING II, L.P. TO TEMPORARILY CLOSE AND OCCUPY THE SOUTH SDEWALK AND A
4 PORTION OF THE STREET AREA ON JESSIE STREET DURING CONSTRUCTION OPERATIONS AT
5 680 MISSION STREET (BLOCK 3707, LOT 26).

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7 RESOLVED, That pursuant to Public Works Code Section 724, 724.7, and 724.8, a one-year
8 extension of permission revocable at the will of the Board of Supervisors, is hereby granted to Pankow
9 Residential Building II, L.P. to temporarily close and occupy the south sidewalk and a portion of the
10 street area on Jessie Street to conduct construction operations at the aforementioned property.

11 PROVIDED, That The Permittee shall provide flagpersons as necessary and shall place and
12 maintain reflectors and/or flasher lights at each end of construction barricades; shall provide
13 "SIDEWALK CLOSED, USE OTHER SIDE OF STREET" and "TOW-AWAY-NO STOPPING
14 ANYTIME" signs; and shall provide all other necessary requirements; i.e., additional signs,
15 equipment, etc. to control pedestrian and vehicular traffic, all to the requirements of the Department of
16 Public Works and the Department of Parking and Traffic;

17 FURTHER PROVIDED, That permission for said occupancy is granted for one (1) year,
18 retroactive to November 10, 2000 and shall expire no later than November 10, 2001.

19 FURTHER PROVIDED, That in consideration of this Permit being issued for the work
20 described in the application, the Permittee on its behalf and that of any successor or assign, and on
21 behalf of any lessee, promises and agrees to perform all the terms of this Permit and to comply with all
22 applicable laws, ordinances and regulations.
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1 FURTHER PROVIDED, That the Permittee agrees on its behalf and that of any successor or
2 assign to hold harmless, defend, and indemnify the City and County of San Francisco, including,
3 without limitation, each of its commissions, departments, officers, agents and employees (hereinafter
4 collectively referred to as the "City") from and against any and all losses, liabilities, expenses, claims,
5 demands, injuries, damages, fines, penalties, costs or judgments including, without limitation,
6 attorneys' fees and costs (collectively, "claims") of any kind allegedly arising directly or indirectly
7 from (i) any act by, omission by, or negligence of, the Permittee or its subcontractors, or the officers,
8 agents, or employees of either, while engaged in the performance of the work authorized by this
9 Permit, or while in or about the property subject to this Permit for any reason connected in any way
10 whatsoever with the performance of the work authorized by this Permit, or allegedly resulting directly
11 or indirectly from the maintenance or installation of any equipment, facilities or structures authorized
12 under this Permit, (ii) any accident or injury to any contractor or subcontractor, or any officer, agent,
13 or employee of either of them, while engaged in the performance of the work authorized by this
14 Permit, or while in or about the property, for any reason connected with the performance of the work
15 authorized by this Permit, or arising from liens or claims for services rendered or labor or materials
16 furnished in or for the performance of the work authorized by this Permit, (iii) injuries or damages to
17 real or personal property, goodwill, and persons in, upon or in any way allegedly connected with the
18 work authorized by this Permit from any cause or claims arising at any time, and (iv) any release or
19 discharge, or threatened release or discharge, of any hazardous material caused or allowed by
20 Permittee in, under, on, or about the property subject to this Permit or into the environment. As used
21 herein, "hazardous material" means any substance, waste or material which, because of its, quantity,
22 concentration of physical or chemical characteristics is deemed by any federal, state or local
23 governmental authority to pose a present or potential hazard to human health or safety or to the
24 environment.

1 FURTHER PROVIDED, That the Permittee must hold harmless, indemnify and defend the
2 City regardless of the alleged negligence of the City or any other party, except only for claims
3 resulting directly from the sole negligence or willful misconduct of the City. The Permittee
4 specifically acknowledges and agrees that it has an immediate and independent obligation to defend
5 the City from any claim which actually or potentially falls within this indemnity provision, even if the
6 allegations are or may be groundless, false or fraudulent, which obligation arises at the time such
7 claim is tendered to Permittee by the City and continues at all times thereafter. Permittee agrees that
8 the indemnification obligations assumed under this Permit shall survive expiration of the Permit or
9 completion of work.

10 FURTHER PROVIDED, That the Permittee shall obtain and maintain through the terms of
11 this Permit general liability, automobile liability or workers' compensation insurance as the City
12 deems necessary to protect the City against claims for damages for personal injury, accidental death
13 and property damage allegedly arising from any work done under this Permit. Such insurance shall in
14 no way limit Permittee's indemnity hereunder. Certificates of insurance, in form and with insurers
15 satisfactory to the City, evidencing all coverages above shall be furnished to the City before
16 commencing any operations under this Permit, with complete copies of policies furnished promptly
17 upon City request.

18 FURTHER PROVIDED, That no structure shall be erected or constructed on said sidewalk
19 except as specifically permitted herein;

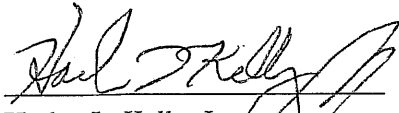
20 FURTHER PROVIDED, That the Permittee shall pay a non-refundable fee of \$70,625 for the
21 one-year duration of said occupancy;

22 FURTHER PROVIDED, That the Permittee shall, upon completion of all construction
23 operations or upon determination by the Director of Public Works that said street occupancy is no
24 longer required, restore the street areas to the satisfaction of the Department of Public Works and
25 reopen the areas to public use;


1 FURTHER PROVIDED, That this permission shall expire upon completion of said
2 construction operations or upon determination by the Director of Public Works that said street
3 occupancy is no longer required.

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5 FURTHER PROVIDED, That the Permittee shall procure the necessary permits from the
6 Central Permit Bureau and/or the Bureau of Street-Use and Mapping, Department of Public Works
7 and pay the necessary permit and inspection fees prior to occupying said area.
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11 RECOMMENDED:

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13 _____
14 Harlan L. Kelly, Jr.
15 Deputy Director for Engineering
16 and City Engineer

APPROVED:

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18 _____
19 Edwin M. Lee
20 Director of Public Works
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City and County of San Francisco

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

Tails
Resolution

File Number: 010004

Date Passed:

Resolution granting a one year extension of revocable permission to Pankow Residential Building II, L.P. to temporarily close and occupy the south sidewalk and a portion of the street area on Jessie Street during construction operations at 680 Mission Street (Block 3707. Lot 26).

February 12, 2001 Board of Supervisors — ADOPTED

Ayes: 11 - Ammiano, Daly, Gonzalez, Hall, Maxwell, McGoldrick, Leno, Newsom, Peskin, Sandoval, Yee

File No. 010004

I hereby certify that the foregoing Resolution was ADOPTED on February 12, 2001 by the Board of Supervisors of the City and County of San Francisco.

Gloria L. Young
Clerk of the Board

FEB 23 2001

Date Approved

Mayor Willie L. Brown Jr.