

SAN FRANCISCO PUBLIC UTILITIES COMMISSION
FIRST AMENDMENT TO REVOCABLE LICENSE

License No. P4703

THIS FIRST AMENDMENT TO REVOCABLE LICENSE (this “First Amendment”), dated for reference purposes only as of _____, 2026, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation (“City”), acting by and through its PUBLIC UTILITIES COMMISSION (“SFPUC”), and the CITY OF DALY CITY, a municipal corporation (“Licensee” or “Daly City”). City and Licensee sometimes are referred to collectively in this First Amendment as the “**Parties**” or singularly as a “**Party**.”

RECITALS

A. The SFPUC and Daly City have been working collaboratively towards Daly City’s implementation of the Vista Grande Basin Drainage Improvement Project (“**Project**”) to upgrade Daly City’s Vista Grande storm drain system and route storm water from Daly City’s Vista Grande Canal to both Lake Merced and the Pacific Ocean to alleviate storm-related flooding in Daly City and San Francisco; reduce uncontrolled overflows from the Vista Grande Canal into Lake Merced; facilitate the augmentation and management of Lake Merced water levels, which have steadily declined, using sustainable supplies of Daly City’s stormwater; and further the restoration of the drainage basin’s natural hydrology.

B. City, through the SFPUC, and Licensee entered into that certain License dated for reference purposes as of August 18, 2025 (the “**Original License**”), for the use of certain portions of SFPUC Parcel No. 55, designated as portions of Assessor’s Parcel No. 7283-004, in San Francisco, California, as more particularly described in the Original License, for the Habitat Mitigation, Monitoring and Facilities that Daly City requires for the Project by the California Coastal Commission under Coastal Development Permit No. 2-23-0862 (“**Coastal Development Permit**”).

C. On _____, 2025, the San Francisco Board of Supervisors approved a Memorandum of Agreement between the SFPUC and Daly City to memorialize the Parties’ respective obligations related to the implementation of the Project by Daly City, the SFPUC’s financial contribution toward Project construction, and the ongoing management of information regarding the water quality and the quantity and frequency of stormwater diversions to and withdrawals from Lake Merced (the “**MOA**”). Under the MOA, the SFPUC agrees to convey certain real property rights, easements, and licenses to Daly City for the Project, including a license sufficient to satisfy the Coastal Development Permit conditions.

D. Under Special Condition 6.i (Ecological Monitoring and Reporting) of the Coastal Development Permit, mitigation areas must be monitored on an annual basis for at least five (5) years following initial revegetation, and ten (10) years, in the case of proposed tree plantings.

E. The term under the Original License expires on December 31, 2030. Licensee desires to extend the term of the License through December 31, 2036, to cover the additional five (5) years of monitoring and reporting required under the Coastal Development Permit. City is willing to agree to such extension on the terms and conditions of this First Amendment, subject to the approval of the San Francisco Board of Supervisors and the Mayor.

NOW, THEREFORE, in consideration of the mutual covenants in this First Amendment and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Licensee hereby amend the Original License as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals are true and correct and are incorporated by this reference as if fully set forth in this First Amendment.

2. **Defined Terms.** All capitalized terms used in this First Amendment but not otherwise defined herein shall have the meaning given to them in the Original License. The Original License, as amended by this First Amendment, shall be referred to as the “**License**”.

3. **Effective Date.** The effective date of this First Amendment shall be _____, 2026 (the “**Effective Date**”).

4. **“Term” Summary in Basic License Information.** The “Term (Section 2)” summary in the Basic License Information is hereby deleted in its entirety and replaced with the following:

“Commencing on the Commencement Date and expiring on the License Term Expiration Date (“**Term**”).

Commencement Date: August 21, 2025

License Term Expiration Date: December 31, 2036.”

5. **“Use Fee” Summary in Basic License Information.** The “Use Fee (Section 7(b))” summary in the Basic License Information is hereby deleted in its entirety and replaced with the following:

“\$51,015.”

6. **Section 2(a).** Section 2(a) of the Original License is hereby deleted in its entirety and replaced with the following:

“(a) Term. The privilege conferred to Licensee pursuant to this License will commence on the Commencement Date, as shown in the Basic License Information. The Commencement Date is the date on which this License is fully executed and delivered by City following the SFPUC authorization and approval (the “**Commencement Date**”), and, following the Commencement Date, the Term of this License will immediately expire upon the earlier to occur of: **(i)** December 31, 2036, **(ii)** immediately upon written notice from either Party to the other to terminate this License; or **(iii)** thirty (30) days after City’s written notice to Licensee revoking this License.”

7. **Section 7(b).** Section 7(b) of the Original License is hereby deleted in its entirety and replaced with the following:

“(b) Use Fee. In addition, Licensee will pay to City a use fee in consideration of Licensee’s use of the License Area in the amount of Fifty-One Thousand and Fifteen

Dollars (\$51,015) (“**Use Fee**”). As of the Effective Date of the First Amendment to this License, Licensee owes a balance of Twenty-Three Thousand Five Hundred Three Dollars (\$23,503) that is due and payable to City within thirty (30) days of the Effective Date of the First Amendment, without prior demand and without any deduction, setoff, or counterclaim whatsoever. All sums payable by Licensee to City pursuant to this License will be paid in cash or by good check to the City and County of San Francisco and delivered to City in care of the Customer Service Bureau, Attn: Real Estate Billing, 525 Golden Gate Avenue, 3rd Floor, San Francisco, California, 94102, or such other place as City may designate in writing. **City’s acceptance of a third-party check or other payment will not be deemed as City’s acceptance or acknowledgement of any assignment of this License and will not be deemed to establish a relationship between City and that third party. Any sum tendered by a third party will be deemed a use fee tendered on behalf of Licensee and not on behalf of the third party regardless of whether it contains a restrictive endorsement.”**

8. Full Force and Effect. Except as specifically amended in this First Amendment, the terms and conditions of the Original License shall remain in full force and effect.

9. Miscellaneous. This First Amendment shall bind, and shall inure to the benefit of, the successors and assigns of the Parties hereto. This First Amendment will be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this First Amendment. The terms of this First Amendment are contractual and not a mere recital. The liability of and all rights, powers, and remedies of the Parties under this First Amendment shall be cumulative and not alternative. Each Party acknowledges that the other Party has made no representations, express or implied, to induce that Party to enter into this First Amendment, other than as expressly set forth in this First Amendment. This First Amendment is made for the purpose of setting forth certain rights and obligations of City and Licensee, and no other person shall have any rights hereunder or by reason hereof as a third-party beneficiary or otherwise. This First Amendment may be executed in counterparts with the same force and effect as if the Parties had executed one instrument, and each such counterpart shall constitute an original hereof. No provision of this First Amendment that is held to be inoperative, unenforceable or invalid shall affect the remaining provisions, and to this end all provisions hereof are hereby declared to be severable. Time is of the essence of this First Amendment. Neither this First Amendment nor any of the terms hereof may be amended or modified except by a written instrument signed by all the Parties hereto.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment to License at San Francisco, California, as of the date first above written.

LICENSEE REPRESENTS AND WARRANTS TO CITY THAT IT HAS READ AND UNDERSTANDS THE CONTENTS OF THIS LICENSE, 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.

LICENSEE:

CITY OF DALY CITY,
a municipal corporation

By: _____
Tom Piccolotti
City Manager

Date: _____

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
DENNIS J. HERRERA
General Manager
San Francisco Public Utilities Commission
(authority pursuant to SFPUC Resolution
No. _____ and San Francisco Board of
Supervisors' Resolution No. _____)

Date: _____

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: _____
Nancy Taylor
Deputy City Attorney