

**FIRST AMENDMENT TO  
GRANT AGREEMENT**

between  
THE CITY AND COUNTY OF SAN FRANCISCO  
acting through its  
PUBLIC UTILITIES COMMISSION  
and  
181 FREMONT, LLC.

**THIS First Amendment to the Grant Agreement** (this “**Amendment**”), dated for reference purposes only as of July 15, 2021, is made by and between 181 FREMONT, LLC., (“**Grantee**”) and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“**City**”), acting through its Public Utilities Commission (“**SFPUC**”).

**RECITALS:**

**WHEREAS**, Grantee and City entered into a grant under the *Onsite Water Reuse Grant Program* on January 6, 2015 for the purpose of partially-funding the purchase and installation of an onsite non-potable water system that will reduce potable water use on the Grantee’s property, as authorized by SFPUC Res. No. 12-0103, Res. No. 15-0206, Res. No. 18-0118, Res. No. 19-0190, and Res. No. 19-0235; and

**WHEREAS**, the SFPUC and Grantee desire to modify the term length of the Grant Agreement;

**NOW, THEREFORE**, City and Grantee agree as follows:

**1. Modifications to the Grant Agreement.**

**1.a. Section 3.2 of the Grant Agreement currently states:**

**3.2 Termination.** This agreement shall terminate after Grantee has submitted 10 annual status reports (1 per year) to SFPUC, documenting that the Project consistently meets the Grant’s eligibility requirements for 10 years, unless terminated earlier in accordance with the provisions herein.

**1.b. Section 3.2 of the Grant Agreement is hereby amended to read in full as follows:**

**3.2 Expiration; Term.** This agreement shall terminate on January 5, 2032. Prior to that date, the Grantee shall have (i) fully achieved a cumulative offset of at least ten (10) million gallons of potable water, (ii) operated the System at the Property for at least nine (9) full years, and (iii) submitted annual status reports to SFPUC documenting that the Project consistently meets Grant’s eligibility requirements set forth in the Grant Program Rules.

IN WITNESS WHEREOF, Grantee and SFPUC have executed this Amendment as of the date first referenced above.

**CITY:**  
**CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation

**GRANTEE:**  
**181 FREMONT, LLC.**

By: \_\_\_\_\_  
**MICHAEL CARLIN**  
Acting General Manager  
San Francisco Public Utilities  
Commission

By: \_\_\_\_\_  
**KELLY DEWEES**  
Project Executive

APPROVED AS TO FORM:

Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_  
John Roddy  
Deputy City Attorney