

RECORDING REQUESTED BY
THE CITY AND COUNTY OF SAN FRANCISCO

(Exempt from Recording Fees
Pursuant to Government Code
Section 27383)



Doc # **2022070472**

AND WHEN RECORDED MAIL TO:

Angela Calvillo
Clerk of the Board of Supervisors
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

City and County of San Francisco					
Joaquin Torres, Assessor – Recorder					
7/22/2022	12:43:33 PM	Fees		\$0.00	
Pages	7	Title	013 AL	Taxes	\$0.00
Customer	028			Other	\$0.00
				SB2 Fees	\$0.00
				Paid	\$0.00

200 Van Ness Ave.

B:0811
L: 01/04/22

MEMORANDUM OF MINOR MODIFICATION OF FOCUSED DEVELOPMENT
AGREEMENT
(AMENDMENT No. 1)

This Memorandum of Minor Modification of Focused Development Agreement (Amendment No. 1) (this “**Amendment No. 1**”), dated for reference purposes as of July 19, 2022 is made by and among the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the “**City**”), acting by and through its Planning Department, and the SAN FRANCISCO CONSERVATORY OF MUSIC, a California non-profit public benefit corporation (“**SFCM**”).

Recitals

A. City and SFCM (the “**Parties**”) entered into a Focused Development Agreement dated as of April 12, 2018, and recorded in the Official Records against certain property on April 24, 2018, as Document No. 2018K604945 (the “**Focused Development Agreement**”). Any capitalized term used in this Amendment No. 1 that is not defined will have the meaning given to such term in the Focused Development Agreement.

B. The Parties now wish to confirm certain flexibility within the Focused Development Agreement’s authorization of the Project’s post-secondary educational institution uses. The City has determined that this Amendment No. 1 does not constitute a Material Change under the Focused Development Agreement, as it does not materially alter the rights, benefits or obligations of the Parties under the Focused Development Agreement, it is not inconsistent with the Project, and it does not extend the Term, change the permitted uses of the Project Site, decrease the Public Benefits, increase the maximum height, density, bulk or size of the Project, change parking ratios, or change the Impact Fees and Exactions. Accordingly, this Amendment No. 1 may be agreed to by the Planning Director pursuant to Section 11.1 of the Focused Development Agreement.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties confirm and agree as follows:

Agreement

1. Use of Faculty Units. In keeping with the inherent nature of a musical education institution, SFCM faculty have long included and continue to include individuals who provide short or long term instruction to students or otherwise share their experiences in the musical arts with students. Thus, SFCM faculty is without regard to any time or period of instruction, and may vary widely from, e.g., individuals teaching a single day master class to those teaching for weeks, months, or semesters. Accordingly, faculty units, as described in the Approvals, may be occupied by SFCM faculty for any period of time.

2. Flexible Post-Secondary Educational Institution Use of Seven Units. SFCM may use the four units on Floor 12 of the Building, which were originally referred to as student units, as either student or faculty units. SFCM may use the three units on Floor 3 of the Building, which were originally referred to as student units, as either student units or any of the Project's other post-secondary educational institution uses, including educational or tutoring spaces.

3. Miscellaneous.

a. Incorporation. All of the Recitals to this Amendment No. 1 are true and correct and are hereby incorporated into this Amendment No. 1. This Amendment No. 1 constitutes a part of the Focused Development Agreement and any reference to the Focused Development Agreement shall be deemed to include a reference to the Focused Development Agreement as amended by this Amendment No. 1.

b. Effective Date. This Amendment No. 1 shall be effective on the date that it is signed by the Parties and recorded in the Official Records.

c. Ratification. To the extent of any inconsistency between this Amendment No. 1 and the Focused Development Agreement or other Approvals, the provisions contained in this Amendment No. 1 shall control. Except as amended by this Amendment No. 1, all terms, covenants, conditions, and provisions of the Focused Development Agreement and other Approvals shall remain in full force and effect.

d. Governing Law; Venue. This Amendment No. 1 shall be governed by and construed in accordance with the laws of the State of California.

e. Integration. This Amendment No. 1 contains the entire agreement between the Parties with respect to the subject matter of this Amendment No. 1. Any prior correspondence, memoranda, agreements, warranties or representations relating to such subject matter are superseded in total by this Amendment No. 1.

[No further text on this page; Signature page follows]

NOW THEREFORE, the Parties hereto have executed this Amendment No. 1 as of the date set forth above.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

SAN FRANCISCO CONSERVATORY OF
MUSIC, a California non-profit public benefit
corporation

By:  _____
Rich Hillis, Director of Planning

By: _____
David Stull, President

Approved as to form:

DAVID CHIU,
City Attorney

By: _____
Deputy City Attorney

NOW THEREFORE, the Parties hereto have executed this Amendment No. 1 as of the date set forth above.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

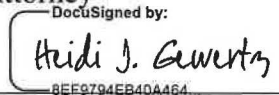
SAN FRANCISCO CONSERVATORY OF
MUSIC, a California non-profit public benefit
corporation

By:  _____
Rich Hillis, Director of Planning

By: _____
David Stull, President

Approved as to form:

DAVID CHIU,
City Attorney

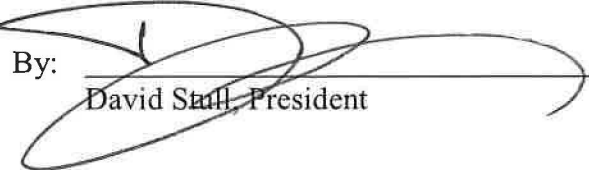
By:  _____
Deputy City Attorney

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CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

SAN FRANCISCO CONSERVATORY OF
MUSIC, a California non-profit public benefit
corporation

By: _____
Rich Hillis, Director of Planning

By:  _____
David Still, President

Approved as to form:

DAVID CHIU,
City Attorney

By: _____,
Deputy City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

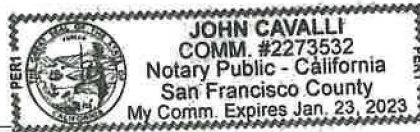
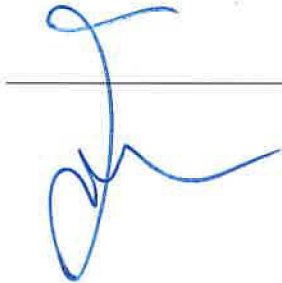
State of California)
County of San Francisco)

On 6-7-22, before me, John Cavalli, a Notary Public, personally appeared Rich Hillis, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Francisco)

On July 19, 2022, before me, Dina L. Mclelland, a Notary Public, personally appeared David H. Stull Jr., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Dina L. Mclelland