

File No. 240648

Committee Item No. 7

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date July 10, 2024

Board of Supervisors Meeting Date _____

Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER (Use back side if additional space is needed)

- Recorded Option Extension 5/19/2021
- Recorded Amendment No. 2 3/1/2022
- Recorded Amendment No. 3 12/1/2022
- Recorded Amendment No. 4 1/26/2024
- Presidential Action Memo – Transfer – GAO-BFC 7/1/2024
- _____
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Completed by: Brent Jalipa Date July 5, 2024

Completed by: Brent Jalipa Date _____

1 [Option Agreement Amendment - Pacific Gas and Electric Company - Purchase the Hoedown
2 Yard - Illinois and 22nd Streets - \$8,283,726]

3 **Resolution approving and authorizing the Director of Property to enter into a Fifth**
4 **Amendment to the option agreement (“Option Agreement”) for the purchase of the**
5 **Hoedown Yard located at the northeast corner of Illinois and 22nd Streets from the**
6 **Pacific Gas and Electric Company for \$63.37 per square foot or approximately**
7 **\$8,283,726; and authorizing the Director of Property to enter into any additions,**
8 **amendments, or other modifications to the Lease that do not materially increase the**
9 **obligations or liabilities of the City to effectuate the purposes of the Fifth Amendment**
10 **or this Resolution.**

11
12 WHEREAS, Pacific Gas & Electric Company (“PG&E”) and the Port Commission
13 entered into License No. 15762 (“License”) to facilitate PG&E’s ZA-1 Embarcadero-Potrero
14 230kV Transmission Project (“Cable Project”) along onshore and submerged land under the
15 Port’s jurisdiction; and

16 WHEREAS, In consideration of the Port's agreement to enter into the License with
17 PG&E and other agreements required for the Cable Project, PG&E granted City an exclusive
18 and irrevocable option to purchase approximately three acres of real property ("Purchase
19 Option") located at the northeast corner of Illinois and 22nd Streets (the "Option Property" or
20 “Hoedown Yard”) for \$63.37 per square foot or approximately \$8,283,726 with the final price
21 to be established by a survey of the Option Property (the "Purchase Price"), on the terms set
22 forth in the Option Agreement and form of Purchase and Sale Agreement negotiated between
23 PG&E and City; and

1 WHEREAS, Pursuant to Resolution No. 54-14, approved on March 5, 2014, located in
2 Board File No. 131163, the Board of Supervisors endorsed the terms for the Purchase Option;
3 and

4 WHEREAS, By Resolution No. 275-14, on file with the Clerk of the Board of
5 Supervisors in File No. 140750, the Board of Supervisors approved the Option Agreement on
6 July 22, 2014; and

7 WHEREAS, Under the terms of the Option Agreement, the City could exercise the
8 Purchase Option (the "Option Exercise Period") through June 30, 2021; and

9 WHEREAS, Due to unforeseen circumstances, including the declaration of PG&E's
10 bankruptcy, the onset of the global COVID-19 pandemic, and the resulting changes to the
11 overall economy and local real estate market, the City did not execute its Option during the
12 initial Option Exercise Period; and

13 WHEREAS, For the mutual benefit of both parties, City and PG&E agreed to extend
14 the Option Exercise Period by administrative amendment four times, with amendments dated
15 May 19, 2021; March 1, 2022; December 1, 2022; and January 26, 2024; and

16 WHEREAS, The current Option Exercise Period, established by Amendment No. 4,
17 expires on July 22, 2024; and,

18 WHEREAS, The City sees value in extending its right to purchase the Hoe Down Yard
19 property under the terms of the Option Agreement, and facilitating the future development of
20 the Option Property consistent with the approved Pier 70 Plan Documents, including its
21 Design for Development, which proposed use and design controls for the area; and

22 WHEREAS, The Central Waterfront area has experienced both public and private
23 investment in recent years, including the approval of the Pier 70 Development Agreement, the
24 approval of the Potrero Power Station Development Agreement, and improvements to the T-
25 Third Street Muni Metro Rail; and

1 WHEREAS, The Option Property sits at a critical location in the Central Waterfront
2 district as the “front door” to the Pier 70 and Potrero Power Station projects, and the
3 development of the Option Property in a mixed-use manner, consistent with the Pier 70 Plan,
4 would benefit the immediate neighborhood more than its current use as a utility yard and
5 laydown space; and

6 WHEREAS, The Director of Property desires to amend the Option Agreement prior to
7 the expiration of the Option Exercise Period, pursuant to a Fifth Amendment to the Option
8 Agreement (“First Amendment”), thereby retaining the City’s right to execute its Purchase
9 Option to purchase the Hoedown Yard for another five years, until July 22, 2029; and

10 WHEREAS, Consistent with Resolution No. 275-14, City will exercise the Purchase
11 Option and enter into the Purchase and Sale Agreement with PG&E for the Option Property
12 only if the Board of Supervisors authorizes the exercise of the Purchase Option under one of
13 the following circumstances: 1) City elects to transfer the Purchase Option to a third party that
14 agrees to pay the Purchase Price and assumes all environmental liabilities and other
15 obligations related to the Option Property as described in the Option Agreement; or 2) a City
16 department proposes a public use for the Option Property that conforms to regulatory
17 requirements and has an identified funding source to pay the Purchase Price; and

18 WHEREAS, Resolution No. 54-14 indicates that net proceeds from the sale of the
19 Option to a third-party will be dedicated to the rebuild of the Potrero Terrace and Annex HOPE
20 VI rebuild project, subject to appropriation by the Board of Supervisors; now, therefore, be it

21 RESOLVED, That in accordance with the recommendation of the Director of Property,
22 the City Administrator and the Director of Property are hereby authorized to take all actions,
23 on behalf of the City to enter into, execute, and perform its obligations under the Fifth
24 Amendment (including, without limitation, the exhibits) and any other documents that are
25

1 necessary or advisable to effectuate the purpose of this Resolution and the Option
2 Agreement, as amended by the Fifth Amendment; and, be it

3 FURTHER RESOLVED, That any City approvals required by the Fifth Amendment
4 shall be made, if at all, by the Director of Property in writing following consultation with the
5 Controller, City Attorney's Office, and any other City staff selected at the Director of Property's
6 discretion; and, be it

7 FURTHER RESOLVED, That all actions heretofore taken by the officers of the City
8 with respect to the Fifth Amendment are hereby approved, confirmed, and ratified; and, be it

9 FURTHER RESOLVED, That the Board of Supervisors authorizes the City
10 Administrator and the Director of Property to enter into any extensions, amendments, or
11 modifications to the Option Agreement (including, without limitation, the exhibits) that the City
12 Administrator or the Director of Property determines, in consultation with the City Attorney, are
13 in the best interest of the City, do not materially increase the obligations or liabilities of the
14 City, are necessary or advisable to effectuate the purposes of the Fifth Amendment or this
15 Resolution, and are in compliance with all applicable laws, including the City Charter; and, be
16 it

17 FINALLY RESOLVED, That within thirty (30) days of the Fifth Amendment being fully
18 executed by all parties, the Director of Property shall provide the Fifth Amendment to the
19 Clerk of the Board for inclusion into the official file.

20

21 Recommended:

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23

24 _____/s/_____

25 Andrico Penick, Director of Property

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____/s/_____

Carmen Chu, City Administrator

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Ref: Hoedown Yard

The undersigned hereby declares this instrument to be exempt from
Recording Fees (CA Govt. Code § 27383) and Documentary Transfer
Tax (CA Rev. & Tax Code § 11922 and S.F. Bus. & Tax Reg.
Code § 1105)

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

Block 4110, Lot 008A; Block 4120, Lot 002

AMENDMENT NO. 5 TO OPTION AGREEMENT

THIS AMENDMENT NO. 5 TO OPTION AGREEMENT (“**Amendment**”), dated for reference purposes as of July 1, 2024 is made by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“**PG&E**”) and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by the Real Estate Division of its General Services Agency (“**City**”).

RECITALS

THIS AMENDMENT is made with reference to the following facts and circumstances:

A. City and PG&E have previously entered into that certain Option Agreement For Purchase and Sale of Real Property, dated as of July 22, 2014, as amended by an Amendment to Option Agreement dated as of May 19, 2021, an Amendment No. 2 dated as of March 1, 2022, an Amendment No. 3 dated as of December 1, 2022, and an Amendment No. 4 dated as of January 26, 2024 (“**Agreement**”), granting to the City an option to purchase (“**Purchase Option**”) that certain real property located at 22nd and Illinois Streets known as the Hoedown Yard (“**Option Property**”), as more particularly described in Exhibit A hereto.

B. A memorandum of agreement for the Purchase Option was recorded in the Official Records of the City and County of San Francisco (“**Official Records**”) on January 28, 2019 as Document No. 2019K724819, and memorandums of the Amendment to Option Agreement was recorded in the Official Records on June 1, 2021, as Document No. 2021089259, Amendment No. 2 to Option Agreement was recorded in the Official Records on April 14, 2022, as Document No. 2022038500, and Amendment No. 3 to Option Agreement was recorded in the Official Records on February 14, 2022, as Document No. 2023009603.

C. Under the terms of the Agreement, as amended, City may exercise the Purchase Option through July 22, 2024 (“**Option Exercise Period**”). For the mutual benefit of both parties, PG&E and City agree to extend the Option Exercise Period (and thereby, the date for closing on the transfer of the Option Property, which is tied to the date City exercises the Purchase Option) as set forth in this Amendment.

ACCORDINGLY, in consideration of the matters described in the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, PG&E and City agree as follows:

AGREEMENT

1. **Extension of Option Exercise Period.** The Option Exercise Period is extended for an additional five (5) years to July, 22, 2029.
2. **No Joint Venture.** This Amendment or any activity by City hereunder does not create a partnership or joint venture between City and PG&E relating to the Agreement or to any activity connected to the Option Property.
3. **References.** No reference to this Amendment is necessary in any instrument or document at any time referring to the Agreement. Any future reference to the Agreement shall be deemed a reference to such document as amended hereby.
4. **Applicable Law.** This Amendment shall be governed by, construed and enforced in accordance with the laws of the State of California.
5. **Further Instruments; Authorization.** The parties hereto agree to execute such further instruments and to take such further actions as may be reasonably required to carry out the intent of this Amendment. Each party represents and warrants to the other that it has taken, by the time it executes and delivers this Amendment, all actions necessary to bind such party to the terms of this Amendment. The persons signing below on behalf of each party represent and warrant that they are fully authorized to bind the organization for which they have signed below.
6. **Effective Date.** The “**Effective Date**” means the date that: (a) City’s Board of Supervisors and the Mayor, in their sole and absolute discretion, have adopted the Resolution approving this Amendment in accordance with all applicable legal requirements and (b) this Amendment is duly executed and delivered by the parties.
7. **Miscellaneous.** Except as expressly modified herein, the terms, covenants and conditions of the Agreement remain unmodified and in full force and effect. The Agreement as amended by this Amendment constitutes the entire agreement of the parties concerning the subject matter hereof, and supersedes and conceals any and all previous negotiations, agreements, or understandings, if any, regarding the matters contained herein. The execution of this Amendment shall not constitute a waiver or relinquishment of any rights which either party may have relating to the Agreement. This Amendment may be executed in counterparts. PG&E and City hereby ratify and confirm all of the provisions of the Agreement as amended by this Amendment. In witness whereof, the parties hereto have executed this Amendment as of the date written above.

PG&E: PACIFIC GAS AND ELECTRIC COMPANY, a
California corporation

By: _____
Name: Andrew K. Williams
Its: Vice President, Shared Services
Date: _____

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

By: _____
Name: Claudia Gorham
Claudia Gorham,
Its: Deputy Managing Director of Property
Date: _____

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____
Nancy Taylor
Deputy City Attorney

Exhibit A
Option Property

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Ref: Hoedown Yard

The undersigned hereby declares this instrument to be exempt from
Recording Fees (CA Govt. Code § 27383) and Documentary Transfer
Tax (CA Rev. & Tax Code § 11922 and S.F. Bus. & Tax Reg.
Code § 1105)

CONFORMED COPY of document recorded

2021089259 6/1/2021

on _____ with document no _____
This document has not been compared with the original
SAN FRANCISCO ASSESSOR-RECORDER

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

Block 4110, Lot 008A; Block 4120, Lot 002

AMENDMENT TO OPTION AGREEMENT

THIS AMENDMENT TO OPTION AGREEMENT (this "**Amendment**"), dated for reference purposes as of May 19, 2021, is made by and between Pacific Gas and Electric Company, a California corporation ("**PG&E**") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by the Real Estate Division of its General Services Agency ("**City**").

RECITALS

THIS AMENDMENT is made with reference to the following facts and circumstances:

A. City and PG&E have previously entered into that certain Option Agreement For Purchase and Sale of Real Property, dated as of July 22, 2014 (the "**Agreement**"), granting to the City an option to purchase (the "**Purchase Option**") that certain real property located at 22nd and Illinois Streets known as the Hoedown Yard (the "**Option Property**"), as more particularly described in Exhibit A. A memorandum of agreement for the Purchase Option was recorded in the Official Records of the City and County of San Francisco on 1/28/2019 as Document No. 2019K724819.

B. Under the terms of the Agreement, City may exercise the Purchase Option through June 30, 2021 (the "**Option Exercise Period**"). For the mutual benefit of both parties, PG&E and City agree to extend the Option Exercise Period (and thereby, the date for closing on the transfer of the Option Property, which is tied to the date City exercises the Purchase Option) as set forth in this Amendment.

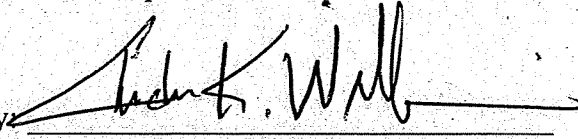
AGREEMENT

ACCORDINGLY, in consideration of the matters described in the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, PG&E and City agree as follows:

1. **Extension of Option Exercise Period.** The Option Exercise Period is extended to April 30, 2022.
2. **No Joint Venture.** This Amendment or any activity by City hereunder does not create a partnership or joint venture between City and PG&E relating to the Agreement or to any activity connected to the Option Property.
3. **References.** No reference to this Amendment is necessary in any instrument or document at any time referring to the Agreement. Any future reference to the Agreement shall be deemed a reference to such document as amended hereby.
4. **Applicable Law.** This Amendment shall be governed by, construed and enforced in accordance with the laws of the State of California.
5. **Further Instruments; Authorization.** The parties hereto agree to execute such further instruments and to take such further actions as may be reasonably required to carry out the intent of this Amendment. Each party represents and warrants to the other that it has taken, by the time it executes and delivers this Amendment, all actions necessary to bind such party to the terms of this Amendment. The persons signing below on behalf of each party represent and warrant that they are fully authorized to bind the organization for which they have signed below.
6. **Effective Date.** The date of which this Amendment shall become effective as of the date this Amendment is duly executed and exchanged by the parties hereto.
7. **Miscellaneous.** Except as expressly modified herein, the terms, covenants and conditions of the Agreement remain unmodified and in full force and effect. The Agreement as amended by this Amendment constitutes the entire agreement of the parties concerning the subject matter hereof, and supersedes and conceals any and all previous negotiations, agreements, or understandings, if any, regarding the matters contained herein. The execution of this Amendment shall not constitute a waiver or relinquishment of any rights which either party may have relating to the Agreement. This Amendment may be executed in counterparts. PG&E and City hereby ratify and confirm all of the provisions of the Agreement as amended by this Amendment.

In witness whereof, the parties hereto have executed this Amendment as of the date written above.

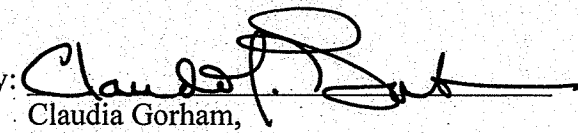
PG&E: PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

By: 

Name: Andrew K. Williams
Vice President, Shared Services

Date: 5/26/2021

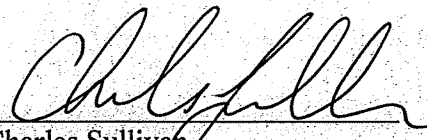
CITY: CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: 
Claudia Gorham,
Deputy Managing Director of Property

Date: 6/1/2021

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: 
Charles Sullivan
Deputy City Attorney

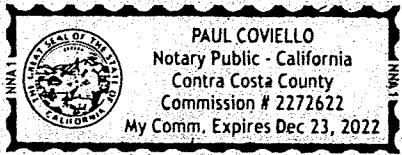
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Contra Costa }
On May 26, 2021 before me, Paul Coviello Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Andrew K. Williams
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

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 [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian of Conservator
 Other: _____
Signer is Representing: _____

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian of Conservator
 Other: _____
Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 6/1/21 before me, Lauren Skellen, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Claudia Gotham
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Amendment to Option Agreement
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Exhibit A
The Option Property

EXHIBIT A

REAL PROPERTY DESCRIPTION

Real property in the City of San Francisco, County of San Francisco, State of California, described as follows:

PARCEL ONE:

BEGINNING AT A POINT ON THE WESTERLY LINE OF MICHIGAN STREET DISTANT THEREON 150 FEET NORTHERLY FROM THE NORTHWESTERLY CORNER OF MICHIGAN AND TWENTY-SECOND STREETS; AND RUNNING THENCE NORTHERLY ALONG SAID LINE OF MICHIGAN STREET 179 FEET; THENCE AT A RIGHT ANGLE WESTERLY 78.24 FEET; THENCE SOUTHWESTERLY 4 FEET, MORE OR LESS, TO A POINT WHICH IS DISTANT 120 FEET EASTERLY FROM THE EASTERLY LINE OF ILLINOIS STREET, MEASURED AT RIGHT ANGLES THERETO, AND DISTANT 325 FEET NORTHERLY FROM THE NORTHERLY LINE OF TWENTY-SECOND STREET, MEASURED AT RIGHT ANGLES THERETO; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF TWENTY-SECOND STREET 20 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 75 FEET; THENCE AT A RIGHT ANGLE EASTERLY 6 FEET; THENCE SOUTHWESTERLY 51 FEET AND 4 INCHES, MORE OR LESS, TO A POINT WHICH IS DISTANT 95 FEET EASTERLY FROM THE EASTERLY LINE OF ILLINOIS STREET, MEASURED AT RIGHT ANGLES THERETO AND DISTANT 200 FEET NORTHERLY FROM THE NORTHERLY LINE OF TWENTY-SECOND STREET, MEASURED AT RIGHT ANGLES THERETO; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF TWENTY-SECOND STREET 95 FEET TO THE EASTERLY LINE OF ILLINOIS STREET; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF ILLINOIS STREET 15 FEET; THENCE AT A RIGHT ANGLE EASTERLY 87 FEET AND 6 INCHES; THENCE SOUTHWESTERLY 36 FEET, MORE OR LESS, TO A POINT WHICH IS DISTANT 117 FEET AND 7 INCHES WESTERLY FROM THE WESTERLY LINE OF MICHIGAN STREET, MEASURED AT RIGHT ANGLES THERETO, AND DISTANT 150 FEET NORTHERLY FROM THE NORTHERLY LINE OF TWENTY-SECOND STREET, MEASURED AT RIGHT ANGLES THERETO; AND THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF TWENTY-SECOND STREET 117 FEET AND 7 INCHES, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING PART OF POTRERO NUEVO BLOCK NO. 428.

PARCEL TWO:

BEGINNING AT A POINT ON THE EASTERLY LINE OF ILLINOIS STREET, DISTANT THEREON 200 FEET NORTHERLY FROM THE NORTHEASTERLY CORNER OF ILLINOIS AND TWENTY-SECOND STREETS; AND RUNNING THENCE NORTHERLY ALONG SAID LINE OF ILLINOIS STREET 129 FEET; THENCE AT A RIGHT ANGLE EASTERLY 121.76 FEET; THENCE SOUTHWESTERLY 4 FEET, MORE OR LESS, TO A POINT WHICH IS DISTANT 120 FEET EASTERLY FROM THE EASTERLY LINE OF ILLINOIS STREET, MEASURED AT RIGHT ANGLES THERETO AND DISTANT 325

EXHIBIT A

Page 1

FEET NORTHERLY FROM THE NORTHERLY LINE OF TWENTY-SECOND STREET, MEASURED AT RIGHT ANGLES THERETO; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF TWENTY-SECOND STREET 20 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 75 FEET; THENCE AT A RIGHT ANGLE EASTERLY 6 FEET; THENCE SOUTHWESTERLY 51 FEET AND 4 INCHES, MORE OR LESS, TO A POINT WHICH IS DISTANT 95 FEET EASTERLY FROM THE EASTERLY LINE OF ILLINOIS STREET, MEASURED AT RIGHT ANGLES THERETO, AND DISTANT 200 FEET NORTHERLY FROM THE NORTHERLY LINE OF TWENTY-SECOND STREET, MEASURED AT RIGHT ANGLES THERETO; AND THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF TWENTY-SECOND STREET 95 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF POTRERO NUEVO BLOCK NO. 428.

PARCEL THREE:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF TWENTY-SECOND STREET DISTANT THEREON 97.84 FEET EASTERLY FROM THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF TWENTY-SECOND STREET WITH THE EASTERLY LINE OF ILLINOIS STREET AND RUNNING THENCE EASTERLY ALONG SAID LINE OF TWENTY-SECOND STREET 102.16 FEET TO THE WESTERLY LINE OF MICHIGAN STREET; THENCE NORTHERLY ALONG SAID WESTERLY LINE OF MICHIGAN STREET 150.0 FEET; THENCE AT A RIGHT ANGLE WESTERLY 117.583; THENCE NORTHEASTERLY 36 FEET, MORE OR LESS, TO A POINT DISTANT 87.5 FEET EASTERLY FROM THE EASTERLY LINE OF ILLINOIS STREET, MEASURED AT RIGHT ANGLES THERETO, AND DISTANT 185.0 FEET NORTHERLY FROM THE NORTHERLY LINE OF TWENTY-SECOND STREET, MEASURED AT A RIGHT ANGLE THERETO; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF TWENTY-SECOND STREET 87.5 FEET TO A POINT IN THE EASTERLY LINE OF ILLINOIS STREET; THENCE SOUTHERLY ALONG SAID LINE OF ILLINOIS STREET 87.16 FEET; THENCE AT A RIGHT ANGLE EASTERLY 97.84 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 97.84 FEET TO THE POINT OF BEGINNING.

PARCEL FOUR:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF TWENTY-SECOND STREET AND THE EASTERLY LINE OF ILLINOIS STREET; AND RUNNING THENCE EASTERLY ALONG SAID LINE OF TWENTY-SECOND STREET 97.84 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 97.84 FEET; THENCE AT A RIGHT ANGLE WESTERLY 97.84 FEET TO THE EASTERLY LINE OF ILLINOIS STREET; AND THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF ILLINOIS STREET 97.84 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF POTRERO NUEVO BLOCK NO. 428.

EXHIBIT A

Page 2

PARCEL FIVE:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF TWENTY-SECOND STREET AND THE EASTERLY LINE OF MICHIGAN STREET; RUNNING THENCE NORTHERLY AND ALONG SAID EASTERLY LINE OF MICHIGAN STREET 225 FEET AND 6-½ INCHES TO A POINT ON SAID EASTERLY LINE OF MICHIGAN STREET, DISTANT THEREON 640 FEET AND 5-½ INCHES SOUTHERLY FROM THE SOUTHERLY LINE OF TWENTIETH STREET; THENCE AT A RIGHT ANGLE EASTERLY AND PARALLEL WITH SAID SOUTHERLY LINE OF TWENTIETH STREET 100 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 5 FEET AND 6-½ INCHES; THENCE AT A RIGHT ANGLE EASTERLY 140 FEET TO THE FORMER CENTER LINE OF GEORGIA STREET, NOW CLOSED; THENCE AT A RIGHT ANGLE SOUTHERLY AND ALONG SAID CENTER LINE 220 FEET TO THE NORTHERLY LINE OF TWENTY-SECOND STREET PRODUCED EASTERLY; THENCE AT A RIGHT ANGLE WESTERLY ALONG SAID NORTHERLY LINE OF TWENTY-SECOND STREET AND ITS EASTERLY PRODUCTION 240 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF POTRERO NUEVO BLOCK NO. 445, AND A PORTION OF GEORGIA STREET, NOW CLOSED.

PARCEL SIX:

BEGINNING AT A POINT ON THE EASTERLY LINE OF MICHIGAN STREET, DISTANT THEREON 640 FEET AND 5½ INCHES SOUTHERLY FROM THE SOUTHERLY LINE OF TWENTIETH STREET, RUNNING THENCE AT A RIGHT ANGLE EASTERLY AND PARALLEL WITH SAID SOUTHERLY LINE OF TWENTIETH STREET 100 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 5 FEET AND 6-½ INCHES; THENCE AT A RIGHT ANGLE EASTERLY 140 FEET TO THE FORMER CENTER LINE OF GEORGIA STREET, NOW CLOSED; THENCE AT A RIGHT ANGLE NORTHERLY 50 FEET; THENCE AT A RIGHT ANGLE WESTERLY 240 FEET TO THE EASTERLY LINE OF MICHIGAN STREET; THENCE SOUTHERLY ALONG SAID LINE OF MICHIGAN STREET 44 FEET AND 5-½ INCHES TO THE POINT OF BEGINNING.

APN(s): Assessor's Lot 008A, Block 4110 and Assessor's Lot 002, Block 4120



Doc # 2022038500

1
RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Ref: Hoedown Yard

City and County of San Francisco
Joaquin Torres, Assessor – Recorder

4/14/2022	12:00:56 PM	Fees	\$0.00
Pages 10	Title 128 NH	Taxes	\$0.00
Customer 035		Other	\$0.00
		SB2 Fees	\$0.00
		Paid	\$0.00

The undersigned hereby declares this instrument to be exempt from Recording Fees (CA Govt. Code § 27383) and Documentary Transfer Tax (CA Rev. & Tax Code § 11922 and S.F. Bus. & Tax Reg. Code § 1105)

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

Block 4110, Lot 008A; Block 4120, Lot 002

1201 Illinois Street; 400-498 22nd Street

AMENDMENT NO. 2 TO OPTION AGREEMENT

THIS AMENDMENT NO.2 TO OPTION AGREEMENT (this "**Amendment**"), dated for reference purposes as of March 1, 2022, is made by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**PG&E**") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by the Real Estate Division of its General Services Agency ("**City**").

RECITALS

THIS AMENDMENT is made with reference to the following facts and circumstances:

A. City and PG&E have previously entered into that certain Option Agreement For Purchase and Sale of Real Property, dated as of July 22, 2014, as amended by an Amendment to Option Agreement dated as of May 19, 2021 (the "**Agreement**"), granting to the City an option to purchase (the "**Purchase Option**") that certain real property located at 22nd and Illinois Streets known as the Hoedown Yard (the "**Option Property**"), as more particularly described in Exhibit A. A memorandum of agreement for the Purchase Option was recorded in the Official Records of the City and County of San Francisco (the "Official Records") on January 28, 2019 as Document No. 2019K724819, and a memorandum of the Amendment to Option Agreement was recorded in the Official Records on June 1, 2021 as Document No. 2021089259.

B. Under the terms of the Agreement, City may exercise the Purchase Option through April 30, 2022 (the "**Option Exercise Period**"). For the mutual benefit of both parties, PG&E and City agree to extend the Option Exercise Period (and thereby, the date for closing on the transfer of the Option Property, which is tied to the date City exercises the Purchase Option) as set forth in this Amendment.

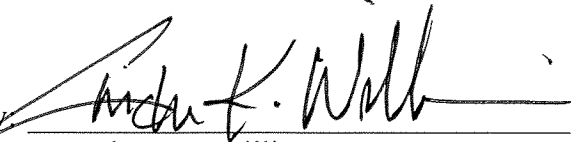
AGREEMENT

ACCORDINGLY, in consideration of the matters described in the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, PG&E and City agree as follows:

1. **Extension of Option Exercise Period.** The Option Exercise Period is extended to January 31, 2023.
2. **No Joint Venture.** This Amendment or any activity by City hereunder does not create a partnership or joint venture between City and PG&E relating to the Agreement or to any activity connected to the Option Property.
3. **References.** No reference to this Amendment is necessary in any instrument or document at any time referring to the Agreement. Any future reference to the Agreement shall be deemed a reference to such document as amended hereby.
4. **Applicable Law.** This Amendment shall be governed by, construed and enforced in accordance with the laws of the State of California.
5. **Further Instruments; Authorization.** The parties hereto agree to execute such further instruments and to take such further actions as may be reasonably required to carry out the intent of this Amendment. Each party represents and warrants to the other that it has taken, by the time it executes and delivers this Amendment, all actions necessary to bind such party to the terms of this Amendment. The persons signing below on behalf of each party represent and warrant that they are fully authorized to bind the organization for which they have signed below.
6. **Effective Date.** The date of which this Amendment shall become effective as of the date this Amendment is duly executed and exchanged by the parties hereto.
7. **Miscellaneous.** Except as expressly modified herein, the terms, covenants and conditions of the Agreement remain unmodified and in full force and effect. The Agreement as amended by this Amendment constitutes the entire agreement of the parties concerning the subject matter hereof, and supersedes and conceals any and all previous negotiations, agreements, or understandings, if any, regarding the matters contained herein. The execution of this Amendment shall not constitute a waiver or relinquishment of any rights which either party may have relating to the Agreement. This Amendment may be executed in counterparts. PG&E and City hereby ratify and confirm all of the provisions of the Agreement as amended by this Amendment.

In witness whereof, the parties hereto have executed this Amendment as of the date written above.

PG&E: PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

By: 
Name: Andrew K. Williams
Its: Vice President, Shared Services
Date: 3/25/2002

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

By: _____
Name: Claudia Gorham
Its: Deputy Managing Director of Property
Date: _____

APPROVED AS TO FORM:

DAVID CHIU, City Attorney


By: _____
Charles Sullivan
Deputy City Attorney

In witness whereof, the parties hereto have executed this Amendment as of the date written above.

PG&E: PACIFIC GAS AND ELECTRIC COMPANY, a
California corporation

By: _____
Name: Andrew K. Williams
Its: Vice President, Shared Services
Date: _____

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

By: 
Name: Claudia Gorham
Its: Deputy Managing Director of Property
Date: March 7, 2022

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

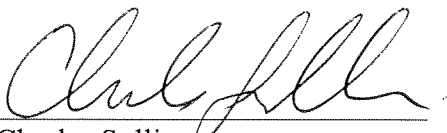
By: 
Charles Sullivan
Deputy City Attorney

Exhibit A

The Option Property

EXHIBIT A

REAL PROPERTY DESCRIPTION

Real property in the City of San Francisco, County of San Francisco, State of California, described as follows:

PARCEL ONE:

BEGINNING AT A POINT ON THE WESTERLY LINE OF MICHIGAN STREET DISTANT THEREON 150 FEET NORTHERLY FROM THE NORTHWESTERLY CORNER OF MICHIGAN AND TWENTY-SECOND STREETS; AND RUNNING THENCE NORTHERLY ALONG SAID LINE OF MICHIGAN STREET 179 FEET; THENCE AT A RIGHT ANGLE WESTERLY 78.24 FEET; THENCE SOUTHWESTERLY 4 FEET, MORE OR LESS, TO A POINT WHICH IS DISTANT 120 FEET EASTERLY FROM THE EASTERLY LINE OF ILLINOIS STREET, MEASURED AT RIGHT ANGLES THERETO, AND DISTANT 325 FEET NORTHERLY FROM THE NORTHERLY LINE OF TWENTY-SECOND STREET, MEASURED AT RIGHT ANGLES THERETO; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF TWENTY-SECOND STREET 20 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 75 FEET; THENCE AT A RIGHT ANGLE EASTERLY 6 FEET; THENCE SOUTHWESTERLY 51 FEET AND 4 INCHES, MORE OR LESS, TO A POINT WHICH IS DISTANT 95 FEET EASTERLY FROM THE EASTERLY LINE OF ILLINOIS STREET, MEASURED AT RIGHT ANGLES THERETO AND DISTANT 200 FEET NORTHERLY FROM THE NORTHERLY LINE OF TWENTY-SECOND STREET, MEASURED AT RIGHT ANGLES THERETO; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF TWENTY-SECOND STREET 95 FEET TO THE EASTERLY LINE OF ILLINOIS STREET; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF ILLINOIS STREET 15 FEET; THENCE AT A RIGHT ANGLE EASTERLY 87 FEET AND 6 INCHES; THENCE SOUTHWESTERLY 36 FEET, MORE OR LESS, TO A POINT WHICH IS DISTANT 117 FEET AND 7 INCHES WESTERLY FROM THE WESTERLY LINE OF MICHIGAN STREET, MEASURED AT RIGHT ANGLES THERETO, AND DISTANT 150 FEET NORTHERLY FROM THE NORTHERLY LINE OF TWENTY-SECOND STREET, MEASURED AT RIGHT ANGLES THERETO; AND THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF TWENTY-SECOND STREET 117 FEET AND 7 INCHES, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING PART OF POTRERO NUEVO BLOCK NO. 428.

PARCEL TWO:

BEGINNING AT A POINT ON THE EASTERLY LINE OF ILLINOIS STREET, DISTANT THEREON 200 FEET NORTHERLY FROM THE NORTHEASTERLY CORNER OF ILLINOIS AND TWENTY-SECOND STREETS; AND RUNNING THENCE NORTHERLY ALONG SAID LINE OF ILLINOIS STREET 129 FEET; THENCE AT A RIGHT ANGLE EASTERLY 121.76 FEET; THENCE SOUTHWESTERLY 4 FEET, MORE OR LESS, TO A POINT WHICH IS DISTANT 120 FEET EASTERLY FROM THE EASTERLY LINE OF ILLINOIS STREET, MEASURED AT RIGHT ANGLES THERETO AND DISTANT 325

EXHIBIT A

Page 1

FEET NORTHERLY FROM THE NORTHERLY LINE OF TWENTY-SECOND STREET, MEASURED AT RIGHT ANGLES THERETO; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF TWENTY-SECOND STREET 20 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 75 FEET; THENCE AT A RIGHT ANGLE EASTERLY 6 FEET; THENCE SOUTHWESTERLY 51 FEET AND 4 INCHES, MORE OR LESS, TO A POINT WHICH IS DISTANT 95 FEET EASTERLY FROM THE EASTERLY LINE OF ILLINOIS STREET, MEASURED AT RIGHT ANGLES THERETO, AND DISTANT 200 FEET NORTHERLY FROM THE NORTHERLY LINE OF TWENTY-SECOND STREET, MEASURED AT RIGHT ANGLES THERETO; AND THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF TWENTY-SECOND STREET 95 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF POTRERO NUEVO BLOCK NO. 428.

PARCEL THREE:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF TWENTY-SECOND STREET DISTANT THEREON 97.84 FEET EASTERLY FROM THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF TWENTY-SECOND STREET WITH THE EASTERLY LINE OF ILLINOIS STREET AND RUNNING THENCE EASTERLY ALONG SAID LINE OF TWENTY-SECOND STREET 102.16 FEET TO THE WESTERLY LINE OF MICHIGAN STREET; THENCE NORTHERLY ALONG SAID WESTERLY LINE OF MICHIGAN STREET 150.0 FEET; THENCE AT A RIGHT ANGLE WESTERLY 117.583; THENCE NORTHEASTERLY 36 FEET, MORE OR LESS, TO A POINT DISTANT 87.5 FEET EASTERLY FROM THE EASTERLY LINE OF ILLINOIS STREET, MEASURED AT RIGHT ANGLES THERETO, AND DISTANT 185.0 FEET NORTHERLY FROM THE NORTHERLY LINE OF TWENTY-SECOND STREET, MEASURED AT A RIGHT ANGLE THERETO; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF TWENTY-SECOND STREET 87.5 FEET TO A POINT IN THE EASTERLY LINE OF ILLINOIS STREET; THENCE SOUTHERLY ALONG SAID LINE OF ILLINOIS STREET 87.16 FEET; THENCE AT A RIGHT ANGLE EASTERLY 97.84 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 97.84 FEET TO THE POINT OF BEGINNING.

PARCEL FOUR:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF TWENTY-SECOND STREET AND THE EASTERLY LINE OF ILLINOIS STREET; AND RUNNING THENCE EASTERLY ALONG SAID LINE OF TWENTY-SECOND STREET 97.84 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 97.84 FEET; THENCE AT A RIGHT ANGLE WESTERLY 97.84 FEET TO THE EASTERLY LINE OF ILLINOIS STREET; AND THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF ILLINOIS STREET 97.84 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF POTRERO NUEVO BLOCK NO. 428.

EXHIBIT A

Page 2

PARCEL FIVE:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF TWENTY-SECOND STREET AND THE EASTERLY LINE OF MICHIGAN STREET; RUNNING THENCE NORTHERLY AND ALONG SAID EASTERLY LINE OF MICHIGAN STREET 225 FEET AND 6-½ INCHES TO A POINT ON SAID EASTERLY LINE OF MICHIGAN STREET, DISTANT THEREON 640 FEET AND 5-½ INCHES SOUTHERLY FROM THE SOUTHERLY LINE OF TWENTIETH STREET; THENCE AT A RIGHT ANGLE EASTERLY AND PARALLEL WITH SAID SOUTHERLY LINE OF TWENTIETH STREET 100 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 5 FEET AND 6-½ INCHES; THENCE AT A RIGHT ANGLE EASTERLY 140 FEET TO THE FORMER CENTER LINE OF GEORGIA STREET, NOW CLOSED; THENCE AT A RIGHT ANGLE SOUTHERLY AND ALONG SAID CENTER LINE 220 FEET TO THE NORTHERLY LINE OF TWENTY-SECOND STREET PRODUCED EASTERLY; THENCE AT A RIGHT ANGLE WESTERLY ALONG SAID NORTHERLY LINE OF TWENTY-SECOND STREET AND ITS EASTERLY PRODUCTION 240 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF POTRERO NUEVO BLOCK NO. 445, AND A PORTION OF GEORGIA STREET, NOW CLOSED.

PARCEL SIX:

BEGINNING AT A POINT ON THE EASTERLY LINE OF MICHIGAN STREET, DISTANT THEREON 640 FEET AND 5½ INCHES SOUTHERLY FROM THE SOUTHERLY LINE OF TWENTIETH STREET, RUNNING THENCE AT A RIGHT ANGLE EASTERLY AND PARALLEL WITH SAID SOUTHERLY LINE OF TWENTIETH STREET 100 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 5 FEET AND 6-½ INCHES; THENCE AT A RIGHT ANGLE EASTERLY 140 FEET TO THE FORMER CENTER LINE OF GEORGIA STREET, NOW CLOSED; THENCE AT A RIGHT ANGLE NORTHERLY 50 FEET; THENCE AT A RIGHT ANGLE WESTERLY 240 FEET TO THE EASTERLY LINE OF MICHIGAN STREET; THENCE SOUTHERLY ALONG SAID LINE OF MICHIGAN STREET 44 FEET AND 5-½ INCHES TO THE POINT OF BEGINNING.

APN(s): Assessor's Lot 008A, Block 4110 and Assessor's Lot 002, Block 4120

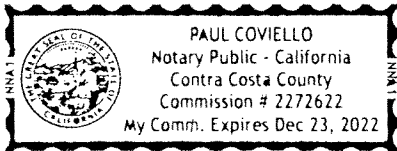
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Contra Costa }
On March 25, 2022 before me, Paul Coviello Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Andrew K. Williams
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

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 [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

ACKNOWLEDGMENT

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)

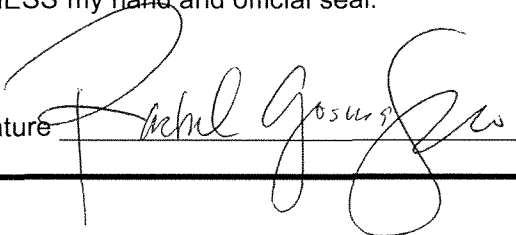
On March 7, 2022 before me, Rachel Gosiengfiao, Notary Public
(insert name and title of the officer)

personally appeared Claudia J. Gorham
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.

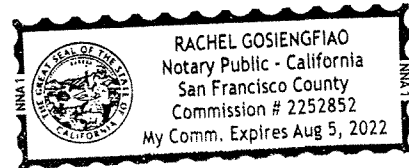
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





Doc # 2023009603

1
RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Ref: Hoedown Yard

City and County of San Francisco
Joaquin Torres, Assessor – Recorder

2/6/2023	9:31:05 AM	Fees	\$0.00
Pages	9	Title 461 ES	Taxes \$0.00
Customer	035	Other	\$0.00
		SB2 Fees	\$0.00
		Paid	\$0.00

The undersigned hereby declares this instrument to be exempt from Recording Fees (CA Govt. Code § 27383) and Documentary Transfer Tax (CA Rev. & Tax Code § 11922 and S.F. Bus. & Tax Reg. Code § 1105)

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

**Block 4110, Lot 008A; Block 4120, Lot 002
1201 Illinois Street; 400-498 22nd Street**

AMENDMENT NO. 3 TO OPTION AGREEMENT

THIS AMENDMENT NO.3 TO OPTION AGREEMENT (this "**Amendment**"), dated for reference purposes as of December 1, 2022, is made by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**PG&E**") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by the Real Estate Division of its General Services Agency ("**City**").

RECITALS

THIS AMENDMENT is made with reference to the following facts and circumstances:

A. City and PG&E have previously entered into that certain Option Agreement For Purchase and Sale of Real Property, dated as of July 22, 2014, as amended by an Amendment to Option Agreement dated as of May 19, 2021 and an Amendment No. 2 dated as of March 1, 2022 (the "**Agreement**"), granting to the City an option to purchase (the "**Purchase Option**") that certain real property located at 22nd and Illinois Streets known as the Hoedown Yard (the "**Option Property**"), as more particularly described in Exhibit A. A memorandum of agreement for the Purchase Option was recorded in the Official Records of the City and County of San Francisco (the "Official Records") on January 28, 2019 as Document No. 2019K724819, and a memorandum of the Amendment to Option Agreement was recorded in the Official Records on June 1, 2021 as Document No. 2021089259.

B. Under the terms of the Agreement, as amended, City may exercise the Purchase Option through January 31, 2023 (the "**Option Exercise Period**"). For the mutual benefit of both parties, PG&E and City agree to extend the Option Exercise Period (and thereby, the date

for closing on the transfer of the Option Property, which is tied to the date City exercises the Purchase Option) as set forth in this Amendment.

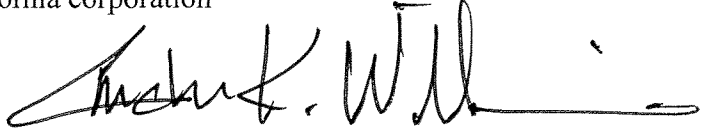
AGREEMENT

ACCORDINGLY, in consideration of the matters described in the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, PG&E and City agree as follows:


1. **Extension of Option Exercise Period.** The Option Exercise Period is extended to January 31, 2024.
2. **No Joint Venture.** This Amendment or any activity by City hereunder does not create a partnership or joint venture between City and PG&E relating to the Agreement or to any activity connected to the Option Property.
3. **References.** No reference to this Amendment is necessary in any instrument or document at any time referring to the Agreement. Any future reference to the Agreement shall be deemed a reference to such document as amended hereby.
4. **Applicable Law.** This Amendment shall be governed by, construed and enforced in accordance with the laws of the State of California.
5. **Further Instruments; Authorization.** The parties hereto agree to execute such further instruments and to take such further actions as may be reasonably required to carry out the intent of this Amendment. Each party represents and warrants to the other that it has taken, by the time it executes and delivers this Amendment, all actions necessary to bind such party to the terms of this Amendment. The persons signing below on behalf of each party represent and warrant that they are fully authorized to bind the organization for which they have signed below.
6. **Effective Date.** The date of which this Amendment shall become effective as of the date this Amendment is duly executed and exchanged by the parties hereto.
7. **Miscellaneous.** Except as expressly modified herein, the terms, covenants and conditions of the Agreement remain unmodified and in full force and effect. The Agreement as amended by this Amendment constitutes the entire agreement of the parties concerning the subject matter hereof, and supersedes and conceals any and all previous negotiations, agreements, or understandings, if any, regarding the matters contained herein. The execution of this Amendment shall not constitute a waiver or relinquishment of any rights which either party may have relating to the Agreement. This Amendment may be executed in counterparts. PG&E and City hereby ratify and confirm all of the provisions of the Agreement as amended by this Amendment.

In witness whereof, the parties hereto have executed this Amendment as of the date written above.

PG&E: PACIFIC GAS AND ELECTRIC COMPANY, a
California corporation

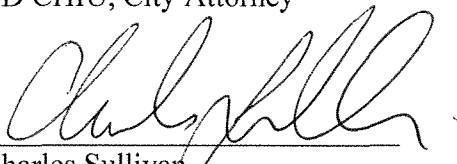
By: 
Name: Andrew K. Williams
Its: Vice President, Shared Services
Date: 1/30/2023

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

By: 
Name: Claudia Gorham
Its: Deputy Managing Director of Property
Date: 1/31/2023

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: 
Charles Sullivan
Deputy City Attorney

ACKNOWLEDGMENT

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 Contra Costa

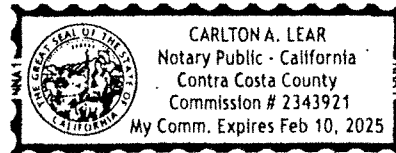
On January 30, 2023 before me, Carlton A. Lear, Notary Public
(insert name and title of the officer)

personally appeared Andrew K. Williams
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  (Seal)



CERTIFICATE OF ACKNOWLEDGMENT
OF NOTARY PUBLIC

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 Jan 31, 2023, before me, Lauren Skellen, Notary Public, personally appeared Claudia gorham, 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






Exhibit A

The Option Property

EXHIBIT A

REAL PROPERTY DESCRIPTION

Real property in the City of San Francisco, County of San Francisco, State of California,
described as follows:

PARCEL ONE:

BEGINNING AT A POINT ON THE WESTERLY LINE OF MICHIGAN STREET DISTANT THEREON 150 FEET NORTHERLY FROM THE NORTHWESTERLY CORNER OF MICHIGAN AND TWENTY-SECOND STREETS; AND RUNNING THENCE NORTHERLY ALONG SAID LINE OF MICHIGAN STREET 179 FEET; THENCE AT A RIGHT ANGLE WESTERLY 78.24 FEET; THENCE SOUTHWESTERLY 4 FEET, MORE OR LESS, TO A POINT WHICH IS DISTANT 120 FEET EASTERLY FROM THE EASTERLY LINE OF ILLINOIS STREET, MEASURED AT RIGHT ANGLES THERETO, AND DISTANT 325 FEET NORTHERLY FROM THE NORTHERLY LINE OF TWENTY-SECOND STREET, MEASURED AT RIGHT ANGLES THERETO; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF TWENTY-SECOND STREET 20 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 75 FEET; THENCE AT A RIGHT ANGLE EASTERLY 6 FEET; THENCE SOUTHWESTERLY 51 FEET AND 4 INCHES, MORE OR LESS, TO A POINT WHICH IS DISTANT 95 FEET EASTERLY FROM THE EASTERLY LINE OF ILLINOIS STREET, MEASURED AT RIGHT ANGLES THERETO AND DISTANT 200 FEET NORTHERLY FROM THE NORTHERLY LINE OF TWENTY-SECOND STREET, MEASURED AT RIGHT ANGLES THERETO; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF TWENTY-SECOND STREET 95 FEET TO THE EASTERLY LINE OF ILLINOIS STREET; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF ILLINOIS STREET 15 FEET; THENCE AT A RIGHT ANGLE EASTERLY 87 FEET AND 6 INCHES; THENCE SOUTHWESTERLY 36 FEET, MORE OR LESS, TO A POINT WHICH IS DISTANT 117 FEET AND 7 INCHES WESTERLY FROM THE WESTERLY LINE OF MICHIGAN STREET, MEASURED AT RIGHT ANGLES THERETO, AND DISTANT 150 FEET NORTHERLY FROM THE NORTHERLY LINE OF TWENTY-SECOND STREET, MEASURED AT RIGHT ANGLES THERETO; AND THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF TWENTY-SECOND STREET 117 FEET AND 7 INCHES, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING PART OF POTRERO NUEVO BLOCK NO. 428.

PARCEL TWO:

BEGINNING AT A POINT ON THE EASTERLY LINE OF ILLINOIS STREET, DISTANT THEREON 200 FEET NORTHERLY FROM THE NORTHEASTERLY CORNER OF ILLINOIS AND TWENTY-SECOND STREETS; AND RUNNING THENCE NORTHERLY ALONG SAID LINE OF ILLINOIS STREET 129 FEET; THENCE AT A RIGHT ANGLE EASTERLY 121.76 FEET; THENCE SOUTHWESTERLY 4 FEET, MORE OR LESS, TO A POINT WHICH IS DISTANT 120 FEET EASTERLY FROM THE EASTERLY LINE OF ILLINOIS STREET, MEASURED AT RIGHT ANGLES THERETO AND DISTANT 325

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FEET NORTHERLY FROM THE NORTHERLY LINE OF TWENTY-SECOND STREET, MEASURED AT RIGHT ANGLES THERETO; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF TWENTY-SECOND STREET 20 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 75 FEET; THENCE AT A RIGHT ANGLE EASTERLY 6 FEET; THENCE SOUTHWESTERLY 51 FEET AND 4 INCHES, MORE OR LESS, TO A POINT WHICH IS DISTANT 95 FEET EASTERLY FROM THE EASTERLY LINE OF ILLINOIS STREET, MEASURED AT RIGHT ANGLES THERETO, AND DISTANT 200 FEET NORTHERLY FROM THE NORTHERLY LINE OF TWENTY-SECOND STREET, MEASURED AT RIGHT ANGLES THERETO; AND THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF TWENTY-SECOND STREET 95 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF POTRERO NUEVO BLOCK NO. 428.

PARCEL THREE:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF TWENTY-SECOND STREET DISTANT THEREON 97.84 FEET EASTERLY FROM THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF TWENTY-SECOND STREET WITH THE EASTERLY LINE OF ILLINOIS STREET AND RUNNING THENCE EASTERLY ALONG SAID LINE OF TWENTY-SECOND STREET 102.16 FEET TO THE WESTERLY LINE OF MICHIGAN STREET; THENCE NORTHERLY ALONG SAID WESTERLY LINE OF MICHIGAN STREET 150.0 FEET; THENCE AT A RIGHT ANGLE WESTERLY 117.583; THENCE NORTHEASTERLY 36 FEET, MORE OR LESS, TO A POINT DISTANT 87.5 FEET EASTERLY FROM THE EASTERLY LINE OF ILLINOIS STREET, MEASURED AT RIGHT ANGLES THERETO, AND DISTANT 185.0 FEET NORTHERLY FROM THE NORTHERLY LINE OF TWENTY-SECOND STREET, MEASURED AT A RIGHT ANGLE THERETO; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF TWENTY-SECOND STREET 87.5 FEET TO A POINT IN THE EASTERLY LINE OF ILLINOIS STREET; THENCE SOUTHERLY ALONG SAID LINE OF ILLINOIS STREET 87.16 FEET; THENCE AT A RIGHT ANGLE EASTERLY 97.84 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 97.84 FEET TO THE POINT OF BEGINNING.

PARCEL FOUR:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF TWENTY-SECOND STREET AND THE EASTERLY LINE OF ILLINOIS STREET; AND RUNNING THENCE EASTERLY ALONG SAID LINE OF TWENTY-SECOND STREET 97.84 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 97.84 FEET; THENCE AT A RIGHT ANGLE WESTERLY 97.84 FEET TO THE EASTERLY LINE OF ILLINOIS STREET; AND THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF ILLINOIS STREET 97.84 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF POTRERO NUEVO BLOCK NO. 428.

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PARCEL FIVE:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF TWENTY-SECOND STREET AND THE EASTERLY LINE OF MICHIGAN STREET; RUNNING THENCE NORTHERLY AND ALONG SAID EASTERLY LINE OF MICHIGAN STREET 225 FEET AND 6-½ INCHES TO A POINT ON SAID EASTERLY LINE OF MICHIGAN STREET, DISTANT THEREON 640 FEET AND 5-½ INCHES SOUTHERLY FROM THE SOUTHERLY LINE OF TWENTIETH STREET; THENCE AT A RIGHT ANGLE EASTERLY AND PARALLEL WITH SAID SOUTHERLY LINE OF TWENTIETH STREET 100 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 5 FEET AND 6-½ INCHES; THENCE AT A RIGHT ANGLE EASTERLY 140 FEET TO THE FORMER CENTER LINE OF GEORGIA STREET, NOW CLOSED; THENCE AT A RIGHT ANGLE SOUTHERLY AND ALONG SAID CENTER LINE 220 FEET TO THE NORTHERLY LINE OF TWENTY-SECOND STREET PRODUCED EASTERLY; THENCE AT A RIGHT ANGLE WESTERLY ALONG SAID NORTHERLY LINE OF TWENTY-SECOND STREET AND ITS EASTERLY PRODUCTION 240 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF POTRERO NUEVO BLOCK NO. 445, AND A PORTION OF GEORGIA STREET, NOW CLOSED.

PARCEL SIX:

BEGINNING AT A POINT ON THE EASTERLY LINE OF MICHIGAN STREET, DISTANT THEREON 640 FEET AND 5½ INCHES SOUTHERLY FROM THE SOUTHERLY LINE OF TWENTIETH STREET, RUNNING THENCE AT A RIGHT ANGLE EASTERLY AND PARALLEL WITH SAID SOUTHERLY LINE OF TWENTIETH STREET 100 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 5 FEET AND 6-½ INCHES; THENCE AT A RIGHT ANGLE EASTERLY 140 FEET TO THE FORMER CENTER LINE OF GEORGIA STREET, NOW CLOSED; THENCE AT A RIGHT ANGLE NORTHERLY 50 FEET; THENCE AT A RIGHT ANGLE WESTERLY 240 FEET TO THE EASTERLY LINE OF MICHIGAN STREET; THENCE SOUTHERLY ALONG SAID LINE OF MICHIGAN STREET 44 FEET AND 5-½ INCHES TO THE POINT OF BEGINNING.

APN(s): Assessor's Lot 008A, Block 4110 and Assessor's Lot 002, Block 4120

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Ref: Hoedown Yard

The undersigned hereby declares this instrument to be exempt from
Recording Fees (CA Govt. Code § 27383) and Documentary Transfer
Tax (CA Rev. & Tax Code § 11922 and S.F. Bus. & Tax Reg.
Code § 1105)

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

**Block 4110, Lot 008A; Block 4120, Lot 002
1201 Illinois Street, 400-498 22nd Street**

AMENDMENT NO. 4 TO OPTION AGREEMENT

THIS AMENDMENT NO.4 TO OPTION AGREEMENT (“**Amendment**”), dated for reference purposes as of January 26, 2024, is made by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“**PG&E**”) and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by the Real Estate Division of its General Services Agency (“**City**”).

RECITALS

THIS AMENDMENT is made with reference to the following facts and circumstances:

A. City and PG&E have previously entered into that certain Option Agreement For Purchase and Sale of Real Property, dated as of July 22, 2014, as amended by an Amendment to Option Agreement dated as of May 19, 2021, an Amendment No. 2 dated as of March 1, 2022, and an Amendment No. 3 dated as of December 1, 2022 (“**Agreement**”), granting to the City an option to purchase (“**Purchase Option**”) that certain real property located at 22nd and Illinois Streets known as the Hoedown Yard (“**Option Property**”), as more particularly described in Exhibit A hereto.

B. A memorandum of agreement for the Purchase Option was recorded in the Official Records of the City and County of San Francisco (“**Official Records**”) on January 28, 2019 as Document No. 2019K724819, and memorandums of the Amendment to Option Agreement was recorded in the Official Records on June 1, 2021, as Document No. 2021089259, Amendment No. 2 to Option Agreement was recorded in the Official Records on April 14, 2022, as Document No. 2022038500, and Amendment No. 3 to Option Agreement was recorded in the Official Records on February 6, 2022, as Document No. 2023009603.

C. Under the terms of the Agreement, as amended, City may exercise the Purchase Option through January 31, 2024 (“**Option Exercise Period**”). For the mutual benefit of both parties, PG&E and City agree to extend the Option Exercise Period (and thereby, the date for closing on the transfer of the Option Property, which is tied to the date City exercises the Purchase Option) as set forth in this Amendment.

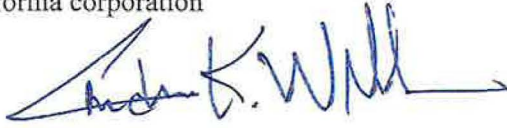
ACCORDINGLY, in consideration of the matters described in the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, PG&E and City agree as follows:

AGREEMENT

1. **Extension of Option Exercise Period.** The Option Exercise Period is extended to July, 22, 2024.
2. **No Joint Venture.** This Amendment or any activity by City hereunder does not create a partnership or joint venture between City and PG&E relating to the Agreement or to any activity connected to the Option Property.
3. **References.** No reference to this Amendment is necessary in any instrument or document at any time referring to the Agreement. Any future reference to the Agreement shall be deemed a reference to such document as amended hereby.
4. **Applicable Law.** This Amendment shall be governed by, construed and enforced in accordance with the laws of the State of California.
5. **Further Instruments; Authorization.** The parties hereto agree to execute such further instruments and to take such further actions as may be reasonably required to carry out the intent of this Amendment. Each party represents and warrants to the other that it has taken, by the time it executes and delivers this Amendment, all actions necessary to bind such party to the terms of this Amendment. The persons signing below on behalf of each party represent and warrant that they are fully authorized to bind the organization for which they have signed below.
6. **Effective Date.** The date of which this Amendment shall become effective as of the date this Amendment is duly executed and exchanged by the parties hereto.
7. **Miscellaneous.** Except as expressly modified herein, the terms, covenants and conditions of the Agreement remain unmodified and in full force and effect. The Agreement as amended by this Amendment constitutes the entire agreement of the parties concerning the subject matter hereof, and supersedes and conceals any and all previous negotiations, agreements, or understandings, if any, regarding the matters contained herein. The execution of this Amendment shall not constitute a waiver or relinquishment of any rights which either party may have relating to the Agreement. This Amendment may be executed in counterparts. PG&E and City hereby ratify and confirm all of the provisions of the Agreement as amended by this Amendment.

In witness whereof, the parties hereto have executed this Amendment as of the date written above.

PG&E: PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

By: 
Name: Andrew K. Williams
Its: Vice President, Shared Services
Date: 11/31/2024

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

By: 
Name: Claudia Gorham
Claudia Gorham,
Its: Deputy Managing Director of Property
Date: 11/31/2024

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: 
Carol R. Wong
Deputy City Attorney

Exhibit A
Option Property

EXHIBIT A

REAL PROPERTY DESCRIPTION

Real property in the City of San Francisco, County of San Francisco, State of California,
described as follows:

PARCEL ONE:

BEGINNING AT A POINT ON THE WESTERLY LINE OF MICHIGAN STREET DISTANT THEREON 150 FEET NORTHERLY FROM THE NORTHWESTERLY CORNER OF MICHIGAN AND TWENTY-SECOND STREETS; AND RUNNING THENCE NORTHERLY ALONG SAID LINE OF MICHIGAN STREET 179 FEET; THENCE AT A RIGHT ANGLE WESTERLY 78.24 FEET; THENCE SOUTHWESTERLY 4 FEET, MORE OR LESS, TO A POINT WHICH IS DISTANT 120 FEET EASTERLY FROM THE EASTERLY LINE OF ILLINOIS STREET, MEASURED AT RIGHT ANGLES THERETO, AND DISTANT 325 FEET NORTHERLY FROM THE NORTHERLY LINE OF TWENTY-SECOND STREET, MEASURED AT RIGHT ANGLES THERETO; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF TWENTY-SECOND STREET 20 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 75 FEET; THENCE AT A RIGHT ANGLE EASTERLY 6 FEET; THENCE SOUTHWESTERLY 51 FEET AND 4 INCHES, MORE OR LESS, TO A POINT WHICH IS DISTANT 95 FEET EASTERLY FROM THE EASTERLY LINE OF ILLINOIS STREET, MEASURED AT RIGHT ANGLES THERETO AND DISTANT 200 FEET NORTHERLY FROM THE NORTHERLY LINE OF TWENTY-SECOND STREET, MEASURED AT RIGHT ANGLES THERETO; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF TWENTY-SECOND STREET 95 FEET TO THE EASTERLY LINE OF ILLINOIS STREET; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF ILLINOIS STREET 15 FEET; THENCE AT A RIGHT ANGLE EASTERLY 87 FEET AND 6 INCHES; THENCE SOUTHWESTERLY 36 FEET, MORE OR LESS, TO A POINT WHICH IS DISTANT 117 FEET AND 7 INCHES WESTERLY FROM THE WESTERLY LINE OF MICHIGAN STREET, MEASURED AT RIGHT ANGLES THERETO, AND DISTANT 150 FEET NORTHERLY FROM THE NORTHERLY LINE OF TWENTY-SECOND STREET, MEASURED AT RIGHT ANGLES THERETO; AND THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF TWENTY-SECOND STREET 117 FEET AND 7 INCHES, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING PART OF POTRERO NUEVO BLOCK NO. 428.

PARCEL TWO:

BEGINNING AT A POINT ON THE EASTERLY LINE OF ILLINOIS STREET, DISTANT THEREON 200 FEET NORTHERLY FROM THE NORTHEASTERLY CORNER OF ILLINOIS AND TWENTY-SECOND STREETS; AND RUNNING THENCE NORTHERLY ALONG SAID LINE OF ILLINOIS STREET 129 FEET; THENCE AT A RIGHT ANGLE EASTERLY 121.76 FEET; THENCE SOUTHWESTERLY 4 FEET, MORE OR LESS, TO A POINT WHICH IS DISTANT 120 FEET EASTERLY FROM THE EASTERLY LINE OF ILLINOIS STREET, MEASURED AT RIGHT ANGLES THERETO AND DISTANT 325

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FEET NORTHERLY FROM THE NORTHERLY LINE OF TWENTY-SECOND STREET, MEASURED AT RIGHT ANGLES THERETO; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF TWENTY-SECOND STREET 20 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 75 FEET; THENCE AT A RIGHT ANGLE EASTERLY 6 FEET; THENCE SOUTHWESTERLY 51 FEET AND 4 INCHES, MORE OR LESS, TO A POINT WHICH IS DISTANT 95 FEET EASTERLY FROM THE EASTERLY LINE OF ILLINOIS STREET, MEASURED AT RIGHT ANGLES THERETO, AND DISTANT 200 FEET NORTHERLY FROM THE NORTHERLY LINE OF TWENTY-SECOND STREET, MEASURED AT RIGHT ANGLES THERETO; AND THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF TWENTY-SECOND STREET 95 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF POTRERO NUEVO BLOCK NO. 428.

PARCEL THREE:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF TWENTY-SECOND STREET DISTANT THEREON 97.84 FEET EASTERLY FROM THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF TWENTY-SECOND STREET WITH THE EASTERLY LINE OF ILLINOIS STREET AND RUNNING THENCE EASTERLY ALONG SAID LINE OF TWENTY-SECOND STREET 102.16 FEET TO THE WESTERLY LINE OF MICHIGAN STREET; THENCE NORTHERLY ALONG SAID WESTERLY LINE OF MICHIGAN STREET 150.0 FEET; THENCE AT A RIGHT ANGLE WESTERLY 117.583; THENCE NORTHEASTERLY 36 FEET, MORE OR LESS, TO A POINT DISTANT 87.5 FEET EASTERLY FROM THE EASTERLY LINE OF ILLINOIS STREET, MEASURED AT RIGHT ANGLES THERETO, AND DISTANT 185.0 FEET NORTHERLY FROM THE NORTHERLY LINE OF TWENTY-SECOND STREET, MEASURED AT A RIGHT ANGLE THERETO; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF TWENTY-SECOND STREET 87.5 FEET TO A POINT IN THE EASTERLY LINE OF ILLINOIS STREET; THENCE SOUTHERLY ALONG SAID LINE OF ILLINOIS STREET 87.16 FEET; THENCE AT A RIGHT ANGLE EASTERLY 97.84 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 97.84 FEET TO THE POINT OF BEGINNING.

PARCEL FOUR:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF TWENTY-SECOND STREET AND THE EASTERLY LINE OF ILLINOIS STREET; AND RUNNING THENCE EASTERLY ALONG SAID LINE OF TWENTY-SECOND STREET 97.84 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 97.84 FEET; THENCE AT A RIGHT ANGLE WESTERLY 97.84 FEET TO THE EASTERLY LINE OF ILLINOIS STREET; AND THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF ILLINOIS STREET 97.84 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF POTRERO NUEVO BLOCK NO. 428.

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PARCEL FIVE:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF TWENTY-SECOND STREET AND THE EASTERLY LINE OF MICHIGAN STREET; RUNNING THENCE NORTHERLY AND ALONG SAID EASTERLY LINE OF MICHIGAN STREET 225 FEET AND 6-½ INCHES TO A POINT ON SAID EASTERLY LINE OF MICHIGAN STREET, DISTANT THEREON 640 FEET AND 5-½ INCHES SOUTHERLY FROM THE SOUTHERLY LINE OF TWENTIETH STREET; THENCE AT A RIGHT ANGLE EASTERLY AND PARALLEL WITH SAID SOUTHERLY LINE OF TWENTIETH STREET 100 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 5 FEET AND 6-½ INCHES; THENCE AT A RIGHT ANGLE EASTERLY 140 FEET TO THE FORMER CENTER LINE OF GEORGIA STREET, NOW CLOSED; THENCE AT A RIGHT ANGLE SOUTHERLY AND ALONG SAID CENTER LINE 220 FEET TO THE NORTHERLY LINE OF TWENTY-SECOND STREET PRODUCED EASTERLY; THENCE AT A RIGHT ANGLE WESTERLY ALONG SAID NORTHERLY LINE OF TWENTY-SECOND STREET AND ITS EASTERLY PRODUCTION 240 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF POTRERO NUEVO BLOCK NO. 445, AND A PORTION OF GEORGIA STREET, NOW CLOSED.

PARCEL SIX:

BEGINNING AT A POINT ON THE EASTERLY LINE OF MICHIGAN STREET, DISTANT THEREON 640 FEET AND 5½ INCHES SOUTHERLY FROM THE SOUTHERLY LINE OF TWENTIETH STREET, RUNNING THENCE AT A RIGHT ANGLE EASTERLY AND PARALLEL WITH SAID SOUTHERLY LINE OF TWENTIETH STREET 100 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 5 FEET AND 6-½ INCHES; THENCE AT A RIGHT ANGLE EASTERLY 140 FEET TO THE FORMER CENTER LINE OF GEORGIA STREET, NOW CLOSED; THENCE AT A RIGHT ANGLE NORTHERLY 50 FEET; THENCE AT A RIGHT ANGLE WESTERLY 240 FEET TO THE EASTERLY LINE OF MICHIGAN STREET; THENCE SOUTHERLY ALONG SAID LINE OF MICHIGAN STREET 44 FEET AND 5-½ INCHES TO THE POINT OF BEGINNING.

APN(s): Assessor's Lot 008A, Block 4110 and Assessor's Lot 002, Block 4120

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Contra Costa }
On January 31, 2024 before me, Paul W. Covello, Jr., Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Andrew K. Williams
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

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 [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian of Conservator Trustee Guardian of Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 240648

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Jon Lau	(415) 554-6123
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
ECN Office of Economic and workforce Dvlpnt	jon.lau@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR Pacific Gas and Electric Co.	TELEPHONE NUMBER (877) 660-6789
STREET ADDRESS (including City, State and Zip Code) 300 Lakeside Drive, Oakland, CA 94612	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 240648
DESCRIPTION OF AMOUNT OF CONTRACT \$8,283,726		
NATURE OF THE CONTRACT (Please describe) Extension of City's Option to Purchase real property known as the Hoe Down Yard from PG&E. Extension is for five years. Property is approximately 3 acres in size, located near Illinois and 22nd Streets.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Poppe	Patricia K.	CEO
2	Wright	Adam L.	COO
3	Foster	Chris	CFO
4	Cox	Julius	Other Principal Officer
5	Simon	PartyFirstN	Other Principal Officer
6	Benavides	Francisco	Other Principal Officer
7	Singh	Sumeet	Other Principal Officer
8	waghray	Ajay	Other Principal Officer
9	Cairns	Stehphen J.	Other Principal Officer
10	Bahri	Rajat	Board of Directors
11	Campbell	Cheryl F.	Board of Directors
12	Cooper	Kerry W.	Board of Directors
13	Denecour	Jessica L.	Board of Directors
14	Ferguson	Mark E.	Board of Directors
15	Flexon	Robert C.	Board of Directors
16	Fugate	Craig	Board of Directors
17	Harris	Arno L.	Board of Directors
18	Smith	William L.	Board of Directors
19	Treseder	Dara J.	Board of Directors

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20	wilson	Benjamin F.	Board of Directors
21	woolard	John M.	Board of Directors
22	Seavers	Dean L.	Board of Directors
23	Niggli	Michael R.	Board of Directors
24			
25			
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			

Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
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CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 January 31, 2024 before me, NYKOLE TAYLOR, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared claudia sorham
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

Signature *[Handwritten Signature]*
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

President, District 3
BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Tel. No. 554-7450
Fax No. 554-7454
TDD/TTY No. 544-6546

Aaron Peskin

PRESIDENTIAL ACTION

Date: 7/1/2024

To: Angela Calvillo, Clerk of the Board of Supervisors

Madam Clerk,
Pursuant to Board Rules, I am hereby:

Waiving 30-Day Rule (Board Rule No. 3.23)

File No. _____ (Primary Sponsor)

Title. _____

Transferring (Board Rule No 3.3)

File No. 240648 Mayor
(Primary Sponsor)

Title. Option Agreement Amendment - Pacific Gas and Electric Company -
Purchase the Hoedown Yard - Illinois and 22nd Streets - \$8,283,726

From: Government Audit & Oversight Committee

To: Budget & Finance Committee

Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor: _____ Replacing Supervisor: _____

For: _____ Meeting
(Date) (Committee)

Start Time: _____ End Time: _____

Temporary Assignment: Partial Full Meeting

Aaron Peskin, President
Board of Supervisors

From: [Trejo, Sara \(MYR\)](#)
To: [BOS Legislation, \(BOS\)](#)
Cc: [Paulino, Tom \(MYR\)](#); [Lau, Jon \(ECN\)](#); [Hayward, Sophie \(ADM\)](#); [Phan, Kay \(ADM\)](#); [Penick, Andrico](#); [Gee, Natalie \(BOS\)](#)
Subject: Mayor -- Resolution -- Hoedown Yard Purchase, Option Agreement Amendment
Date: Tuesday, June 4, 2024 3:22:14 PM
Attachments: [draft BoS Reso Fifth Amendment v.2 with CC Signature.pdf](#)
[draft BoS Reso Fifth Amendment v.2.doc](#)
[Draft Amendment No. 5 Option Agreement Hoe Down Yard clean.docx](#)
[6.1.21 recorded option extension.pdf](#)
[Amend No. 2 recorded.pdf](#)
[Amendment No. 3 Hoedown Yard recorded.pdf](#)
[1.31.24 HDY Amendment No. 4.pdf](#)

Hello Clerks,

Attached is a Resolution approving and authorizing the Director of Property to enter into a fifth amendment to the option agreement (“Option Agreement”) for the purchase of the Hoedown Yard located at the northeast corner of Illinois and 22nd Streets from the Pacific Gas and Electric Company for \$63.37 per square foot or approximately \$8,283,726.

We kindly request that this item be referred to the Government Audit & Oversight Committee due to its time sensitivity, as the agreement is set to expire in July.

Please note, Supervisor Walton is a cosponsor of this item.

Best regards,

Sara Trejo

Legislative Aide

Office of the Mayor

City and County of San Francisco

415.554.6141 | sara.trejo@sfgov.org