



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
Customer	035	Taxes	\$0.00
		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.

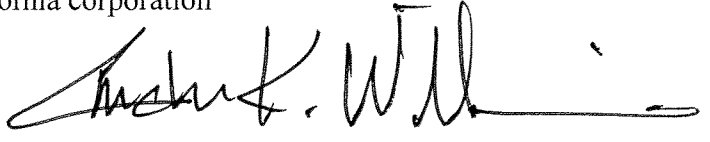
AGREEMENT

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

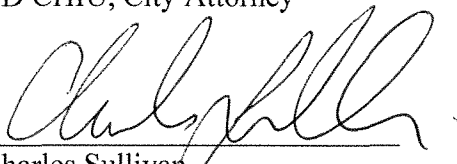
By: 
Name: Andrew K. Williams
Its: Vice President, Shared Services
Date: 1/30/2023

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

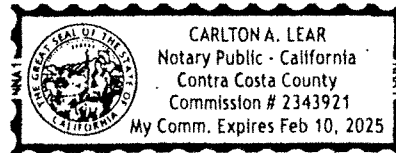
On January 30, 2023 before me, Carlton A. Lear, Notary Public
(insert name and title of the officer)

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 *CA Lear* (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

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