

1 [Land Transfer Agreement - Sale of a Portion of San Jose Avenue Between 27th Street and
2 Cesar Chavez Street - Sutter West Bay Hospitals - California Pacific Medical Center: St.
3 Luke's Campus]

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4 **Resolution authorizing the Director of Property to execute a Land Transfer Agreement**
5 **with Sutter West Bay Hospitals, doing business as California Pacific Medical Center,**
6 **for the future conveyance by the City and County of San Francisco to California Pacific**
7 **Medical Center of real property consisting of a portion of San Jose Avenue between**
8 **27th Street and Cesar Chavez Street; and making findings, including findings under the**
9 **California Environmental Quality Act and findings of consistency with the General Plan**
10 **and Planning Code Section 101.1.**

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12 WHEREAS, The City and County of San Francisco (the "City") owns certain real
13 property known as San Jose Avenue located between 27th Street and Cesar Chavez Street in
14 the City ("Street Property"). The location and extent of the Street Property is shown on the
15 Department of Public Works' SUR Map No. _____, dated _____.
16 A copy of this map is on file with the Clerk of the Board of Supervisors in File No. _____ and
17 is incorporated herein by reference; and,

18 WHEREAS, The Street Property is located within a portion of the St. Luke's Campus of
19 California Pacific Medical Center ("CPMC"). The Street Property is gated at its northern end
20 where it meets Cesar Chavez Street and has not been open to through traffic since at least
21 1968. The Street Property is used by CPMC for St. Luke's Campus related purposes under a
22 Street Encroachment Permit, recorded May 15, 1968, as instrument No. Q 63257, in Book B
23 241, Page 991; and

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1 WHEREAS, CPMC proposed to design and develop a new hospital on the St. Luke's
2 Campus. The new hospital and associated entry plaza and pedestrian pathway, would be
3 located on the Street Property; and

4 WHEREAS, CPMC and the City have negotiated an Agreement for Transfer of Real
5 Estate (the "Agreement"), a copy of which is on file with the Clerk of the Board of Supervisors
6 in File No. _____, which provides for transfer of the City's interest in the Street
7 Property to CPMC, subject to the satisfaction of express conditions, including the effective
8 date of the street vacation after the relocation of existing utility facilities on the Street Property,
9 and the vacation or releasing of the Encroachment Permit. The Agreement does not bind the
10 City to approving the vacation of the Street Property or approving CPMC's Long Range
11 Development Plan ("LRDP") or any other proposed development. Rather the Agreement sets
12 forth the terms of the real estate transaction should the conditions, including the approval and
13 effective date of the street vacation, be satisfied; and,

14 WHEREAS, On _____, 2012, the City's Planning Commission
15 conducted a duly noticed public hearing on CPMC's LRDP, including the proposed vacation
16 and sale of the Street Property. The Planning Commission found by Motion No. _____ that
17 the LRDP and other actions contemplated therein, including the Street Property sale are
18 consistent with the City's General Plan, as proposed to be amended concurrently herewith,
19 and the eight priority policies of Planning Code Section 101.1. A copy of said Resolution is on
20 file with the Clerk of the Board of Supervisors in File No. _____; and

21 WHEREAS, At its hearing on _____, 2012, the Planning
22 Commission certified by Motion No. _____ a Final Environmental Impact Report
23 ("FEIR") for the CPMC LRDP pursuant to the California Environmental Quality Act (California
24 Public Resources Code Section 21000 et seq.) ("CEQA"), the CEQA Guidelines (14 Cal.
25 Code Reg. Section 15000 et seq.) and Chapter 31 of the Administrative Code, and in Motion

1 No. _____, adopted on _____, the Planning
2 Commission adopted findings pursuant to CEQA, including a statement of overriding
3 considerations and a mitigation monitoring and reporting program; now therefore, be it

4 RESOLVED, The Board of Supervisors finds that the transfer of the Street Property is
5 consistent with the General Plan, amended concurrently herewith, and with the eight Priority
6 Policies of Planning Code Section 101.1, for the reasons set forth in Planning Commission
7 Motion No. _____, and the Board hereby incorporates such findings by reference as
8 though fully set forth herein; and, be it

9 FURTHER RESOLVED, The Board has reviewed the FEIR and adopts and
10 incorporates by reference as though fully set forth herein, the findings, including a statement
11 of overriding consideration and mitigation monitoring and reporting program, as adopted by
12 the Planning Commission on _____, 2012 in Planning Commission Motion
13 No. _____. Said findings and MMRP are on file with the Clerk of the Board of
14 Supervisors in File No. _____; and, be it

15 FURTHER RESOLVED, Pursuant to the appraisal prepared on behalf of the City's
16 Department of Real Estate, the fair market value of the Street Property is One Million Ten
17 Thousand Dollars (\$1,010,000), which is the purchase price to be paid by CPMC as provided
18 in and subject to the terms of the Agreement; and be it

19 FURTHER RESOLVED, Entering into the Agreement with CPMC is appropriate and in
20 the City's best interests to allow for the redevelopment of the St. Luke's Campus and the
21 construction of a new St. Luke's Hospital; and, be it

22 FURTHER RESOLVED, In accordance with the recommendation of the Director of
23 Property, the Board of Supervisors hereby approves the Agreement and authorizes the
24 Director of Property to execute the Agreement in substantially the form in the Board's file
25 together with any other documents that are necessary or advisable to effectuate the purpose

1 and intent of this Resolution, and further authorizes City staff to take such actions as may be
2 required to complete the transaction as set forth in the Agreement; and, be it

3 FURTHER RESOLVED, The Board of Supervisors authorizes the Director of Property
4 to enter into any additions or amendments to the Agreement and any related documents or
5 instruments that the Director of Property determines, in consultation with the City Attorney,
6 are in the City's best interests, do not materially decrease City's benefits, do not materially
7 increase City's obligations or liabilities, and are necessary and advisable to complete the
8 transaction contemplated by the Agreement and effectuate the purpose of this Resolution,
9 such determination to be conclusively evidenced by the execution and delivery by the Director
10 of Property of any such document or instrument; and, be it

11 FURTHER RESOLVED, All actions before the adoption of this Resolution by City staff
12 consistent with this resolution and the Agreement are hereby approved, confirmed and
13 ratified; and be it

14 FURTHER RESOLVED, That this Resolution shall become effective 30 days from the
15 date of passage. This Resolution shall become operative only on (and no rights or duties are
16 affected until) the later of (a) 30 days from the date of its passage, or (b) the date that
17 Ordinance No. _____ becomes effective. A copy of said Ordinance is on file with the
18 Clerk of the Board of Supervisors in File No. _____.

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21 RECOMMENDED:

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23 _____

24 Director of Property
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