

1 [Real Property Sale Agreement - Sale of Portions of SFPUC Parcel No. 57 - State Route 84
2 Alameda Creek Bridge Replacement Project in Alameda County - \$24,528]

3 **Resolution 1) approving and authorizing the General Manager of the San Francisco**
4 **Public Utilities Commission (“SFPUC”) and/or the Director of Property, on behalf of the**
5 **City and County of San Francisco (“City”), to sell certain real property located along**
6 **State Route 84 in unincorporated Alameda County to the State of California, acting**
7 **through its California Department of Transportation (“Caltrans”); 2) approving and**
8 **authorizing an Agreement for Sale of Real Estate (“Sale Agreement”) for the sale of the**
9 **Property to Caltrans; 3) authorizing the SFPUC General Manager and/or City’s Director**
10 **of Property to execute the Sale Agreement, make certain modifications, and take**
11 **certain actions in furtherance of this Resolution and the Sale Agreement, as defined**
12 **herein; 4) adopting findings declaring that the real property is “surplus land” and**
13 **“exempt surplus land” pursuant to the California Surplus Land Act; 5) determining that**
14 **a competitive bidding process for the conveyance of the Property is impractical and**
15 **not in the public interest, in accordance with Section 23.3 of the Administrative Code;**
16 **6) affirming the Planning Department’s determination under the California**
17 **Environmental Quality Act and adopting the findings required by Section 15091 of the**
18 **CEQA Guidelines previously adopted by Caltrans in conjunction with the Project; 7)**
19 **adopting the Planning Department’s findings that the Sale Agreement, and the**
20 **transaction contemplated therein, is consistent with the General Plan, and the eight**
21 **priority policies of Planning Code, Section 101.1; and 8) and to authorize the SFPUC**
22 **General Manager and/or City’s Director of Property to enter into any additions,**
23 **amendments or modifications to the Sale Agreement that do not materially decrease**
24 **the benefits to the City with respect to the Property, and that do not otherwise**
25 **materially increase the obligations or liabilities of either SFPUC or to the City and are**

1 **necessary or advisable to effectuate the purposes of the Sale Agreement or this**
2 **Resolution.**

3
4 WHEREAS, The City owns certain real property under the jurisdiction of the San
5 Francisco Public Utilities Commission (“SFPUC”) located along State Route 84 (“SR-84”) in
6 unincorporated Alameda County, consisting of underutilized, unimproved portions of SFPUC
7 Parcel 57, also designated as portions of Assessor’s Parcel Nos. 507-761-2-4, and 507-761-
8 2-5; and

9 WHEREAS, Caltrans proposes to replace the Alameda creek Bridge to correct
10 structural deficiencies and realign the eastern and western approaches to the bridge
11 (“Project”); and

12 WHEREAS, As a component of the Project, Caltrans desires to acquire from City
13 approximately 21,651 square feet of unimproved agricultural land in fee, and approximately
14 33,758 square feet of temporary construction easement area; and

15 WHEREAS, The fee interests and easement areas that City proposes to sell to
16 Caltrans are collectively referred to herein as the “Property”; and

17 WHEREAS, Caltrans has the authority to exercise the power of eminent domain and
18 compel City to sell the Property; and

19 WHEREAS, Caltrans and City recognize the expense, time, effort, and risk to both
20 parties in determining the compensation for acquiring the Property by eminent domain
21 litigation, and to avoid such litigation, Caltrans and City desire to enter into the Sale
22 Agreement; and

23 WHEREAS, The SFPUC has no utility use for the unimproved Property, which was
24 deemed underutilized pursuant to an SFPUC statement of underutilization for the real
25

1 property, dated May 17, 2021, signed by the Assistant General Managers of the Water,
2 Wastewater, and Power Enterprises; and

3 WHEREAS, On July 12, 2022, per SFPUC Commission Resolution No. 22-0134, the
4 SFPUC Commission declared the Property surplus to its utility needs pursuant to Charter,
5 Section 8B.121(e), and approved the terms and conditions of the Sale Agreement, subject to
6 approval by the Board of Supervisors; and

7 WHEREAS, On July 12, 2022, per SFPUC Commission Resolution No. 22-0134, the
8 SFPUC Commission declared the Property as “surplus land,” as defined in California
9 Government Code, Section 55421(b), because it is owned in fee simple by City and not
10 necessary for City’s use; and

11 WHEREAS, On July 12, 2022, per SFPUC Commission Resolution No. 22-0134, the
12 SFPUC Commission declared the Property as “exempt surplus land,” as defined in California
13 Government Code, Section 55421(f)(1)(D), because it is surplus land that the City is
14 transferring to a state agency for that agency’s use; and

15 WHEREAS, Pursuant to Section 23.3 of the Administrative Code, the City may convey
16 the Property to Caltrans without a competitive bidding process if the Board of Supervisors
17 determines a competitive process “is impractical, impossible, or is otherwise not in the public
18 interest, including, for example only and not by way of limitation, when the real property is not
19 capable of independent development, will be exchanged for other real property, or when the
20 Board determines that a negotiated direct Conveyance of the Real Property will further a
21 public purpose;” and

22 WHEREAS, On July 12, 2022, per SFPUC Commission Resolution No. 22-0134, the
23 SFPUC Commission determined that, in this case, a competitive bidding process is
24 impractical and otherwise not in the public interest because the sale of the Property to
25 Caltrans will avoid the expense, time, effort, and risk of eminent domain litigation and will

1 support the construction of public highway improvements, and because the Property’s location
2 and dimensions make use by any other entity impractical; and

3 WHEREAS, The SFPUC intends to sell the Property to Caltrans on an “as-is with all
4 faults” basis; and

5 WHEREAS, Caltrans’ offer of fair and just compensation in the sum of \$24,528 for their
6 purchase of the Property was made in accordance with California Government Code, Section
7 7267.2; and

8 WHEREAS, On June 17, 2021, City’s Director of Property reviewed and concurred with
9 the Property’s value conclusion of \$24,528; and

10 WHEREAS, Caltrans’ staff appraiser updated its appraisal as of April 2022 and
11 confirmed its original value conclusion; and

12 WHEREAS, Acting as the Lead Agency under California Environmental Quality Act
13 (“CEQA”) and National Environmental Policy Act (“NEPA”), Caltrans prepared the Alameda
14 Creek Bridge Replacement Project Environmental Impact Report/Environmental Assessment
15 (“EIR/EA”) with Findings of No Significant Impact (“FONSI”), pursuant to the provisions of
16 CEQA and NEPA; and Caltrans certified the EIR on August 16, 2017(State Clearinghouse
17 Number 2010082001), and a Notice of Determination has been published for compliance with
18 CEQA, and Caltrans has issued a FONSI for compliance with NEPA; and

19 WHEREAS, Following certification, design changes were incorporated into the Project,
20 which required a subsequent review and revalidation of the approved EIR/EA and FONSI; and
21 additional environmental review was conducted, necessary documentation provided, and the
22 revalidation process completed, and Caltrans provided concurrence with the previous
23 NEPA/CEQA conclusion and determined in its NEPA/CEQA Revalidation Form dated June
24 27, 2022, that the 2017 Final EIR/EA and FONSI remains valid; and

1 WHEREAS, The SFPUC is a Responsible Agency for the Project under CEQA
2 because a portion of the Project requires SFPUC consent for Caltrans' use and purchase of
3 SFPUC right-of-way; and

4 WHEREAS, The SFPUC has reviewed the Final EIR/EA and FONSI and NEPA/CEQA
5 Revalidation Form and determined that SFPUC's issuance of a Sale Agreement for the
6 Project is within the scope of the Project's CEQA approval and that these documents are
7 adequate for SFPUC's use in issuing the Sale Agreement for the Project; and the EIR/EA and
8 FONSI, the NEPA/CEQA Revalidation Form, CEQA Findings, and other Project materials that
9 are part of the record of this approval are available for public review at the SFPUC offices,
10 Real Estate Services Division, 525 Golden Gate Avenue, 10th Floor, San Francisco, CA; and

11 WHEREAS, Since Caltrans approved the Project and completed the Revalidation of
12 the EIR/EA and FONSI, there have been no substantial changes in the Project or changes in
13 Project circumstances that would result in new significant environmental effects or an increase
14 in the severity of previously identified significant impacts, and there is no new information of
15 substantial importance that would change the conclusions set forth in the EIR/EA and FONSI;
16 and

17 WHEREAS, Caltrans has adopted the mitigation measures included in the EIR/EA and
18 FONSI and set forth in the mitigation program and has assumed responsibility for their
19 implementation; and the SFPUC has no direct authority or responsibility with respect to the
20 Project other than to enable the Project sponsors through issuance of the Sale Agreement to
21 carry out the proposed action; and

22 WHEREAS, The Planning Department, by letter dated May 5, 2021 which letter is on
23 file with the Clerk of the Board of Supervisors under File No. 220928 and incorporated herein
24 by this reference, found that the conveyance of the Property to Caltrans is consistent with the
25

1 City’s General Plan, and with the eight priority policies of Planning Code, Section 101.1 and
2 that the Project received CEQA clearance under the EIR/EA; and

3 WHEREAS, A copy of the Sale Agreement is on file with the Clerk of the Board of
4 Supervisors under File No. 220928, which is incorporated herein by this reference and is
5 considered part of the record before this Board; and

6 WHEREAS, The SFPUC has by its Resolution No. 22-0134, dated July 12, 2022, a
7 copy of which is on file with the Clerk of the Board in File No. 220928, approved the Sale
8 Agreement and authorized the SFPUC General Manager to execute the necessary
9 conveyance documents for the sale of the Property, including the Sale Agreement, upon
10 approval from the Board of Supervisors and Mayor; now, therefore, be it

11 RESOLVED, That the Board of Supervisors hereby adopts the findings contained in the
12 recitals set forth above as if set forth fully herein, and also adopts the findings required by
13 Section 15091 of the CEQA Guidelines previously adopted by Caltrans in conjunction with
14 Caltrans’ approval of the Project; and, be it

15 FURTHER RESOLVED, That the Board of Supervisors hereby finds, in consideration
16 of the foregoing, that the Property is “surplus land,” as defined in California Government
17 Code, Section 55421(b) because it is owned in fee simple by City and not necessary for City’s
18 use; and, be it

19 FURTHER RESOLVED, That the Board of Supervisors hereby finds, in consideration
20 of the foregoing, that the Property is “exempt surplus land,” as defined in Government Code,
21 Section 55421(f)(1)(D) because it is surplus land that the City is transferring to a state agency
22 for the agency’s’ use; and, be it

23 FURTHER RESOLVED, That the Board of Supervisors hereby determines, in
24 accordance with Section 23.3 of the Administrative Code, that a competitive bidding process
25 for the conveyance of the Property is impractical and is otherwise not in the public interest

1 because the sale of the Property to Caltrans will avoid the expense, time, effort, and risk of
2 eminent domain litigation and will support the construction of public highway improvements
3 and because the Property's location and dimension make use by any other entity impractical;
4 and, be it

5 FURTHER RESOLVED, That the Board of Supervisors hereby finds that the
6 conveyance of the Property to Caltrans is consistent with the General Plan, and with the eight
7 priority policies of City Planning Code, Section 101.1 for the same reasons as set forth in the
8 letter of the Director of Planning dated May 5, 2021, and hereby incorporates such findings as
9 though fully set forth in this Resolution; and, be it

10 FURTHER RESOLVED, That, in accordance with the recommendation of the SFPUC,
11 the Board of Supervisors approves and authorizes the SFPUC to sell the Property to Caltrans
12 for \$24,528; and, be it

13 FURTHER RESOLVED, That, in accordance with the recommendation of the SFPUC,
14 the Board of Supervisors approves the Sale Agreement presented to the Board, including the
15 liquidated damages clause in case of default by City, and approves and authorizes the
16 SFPUC General Manager and/or City's Director of Property to take all actions necessary or
17 appropriate to sell the Property and effectuate the Sale Agreement and this Resolution; and,
18 be it

19 FURTHER RESOLVED, That the SFPUC General Manager and/or City's Director of
20 Property is hereby authorized and urged in the name and on behalf of the City and County, to
21 execute the Sale Agreement for the sale of the Property to Caltrans in accordance with the
22 terms and conditions of the Sale Agreement, and to take any all steps (including, but not
23 limited to, the execution and delivery of any and all certificates, agreements, notices,
24 consents, escrow instructions, closing documents and other instruments or documents) as the
25 SFPUC General Manager and/or City's Director of Property deems necessary or appropriate

1 pursuant to the Sale Agreement, or to otherwise effectuate the purpose and intent of this
2 Resolution, such determination to be conclusively evidenced by the execution and delivery by
3 the SFPUC General Manager and/or City's Director of Property of any such documents; and,
4 be it

5 FURTHER RESOLVED, That in accordance with the recommendation of the SFPUC
6 General Manager, the Board of Supervisors hereby ratifies, approves, and authorizes all
7 actions heretofore taken by any City official in connection with the Sale Agreement and the
8 transaction contemplated thereby; and, be it

9 FURTHER RESOLVED, That the Board of Supervisors authorizes the SFPUC General
10 Manager and/or City's Director of Property, in consultation with the Office of the City Attorney,
11 to enter into any additions, amendments, or other modifications to the Sale Agreement
12 (including, without limitation, the exhibits and ancillary agreements attached to the Sale
13 Agreement), that the SFPUC General Manager and/or City's Director of Property determine
14 are in the best interests of the City, do not materially decrease the benefits to the City with
15 respect to the Property, do not materially increase the obligations or liabilities of either SFPUC
16 or the City, are necessary or advisable to complete the transaction contemplated in the Sale
17 Agreement, effectuate the purpose and intent of this Resolution, such determination to be
18 conclusively evidenced by the execution and delivery by the SFPUC General Manager and/or
19 City's Director of Property of any such additions, amendments, or other modifications, and are
20 in compliance with all applicable laws, including the City Charter; and, be it

21 FURTHER RESOLVED, That within thirty (30) days after the Closing (as defined
22 in the Sale Agreement), the SFPUC shall provide any applicable final contracts to the Clerk
23 of the Board for inclusion into the official file.

24
25