

1 [Summary Vacation of a Portion of Channel Street Between 7th Street and Carolina
2 Street and Exchange of Property]

3 **Ordinance ordering the summary vacation of a portion of Channel Street**
4 **between 7th Street and Carolina Street, subject to specified conditions; adopting**
5 **findings pursuant to the California Streets and Highways Code Sections 8330 et**
6 **seq.; authorizing the exchange of such vacated City property with a new lot**
7 **created in Record of Survey No. 4778, owned by Recology Properties Inc.,**
8 **~~Macor, Inc., Sunset Scavenger Company, and Norcal Waste Systems, Inc.;~~**
9 **adopting environmental findings and findings that the vacation and exchange**
10 **are consistent with the City's General Plan and Eight Priority Policies of City**
11 **Planning Code Section 101.1; and authorizing actions in furtherance of the**
12 **ordinance.**

13 NOTE: Additions are *single-underline italics Times New Roman*;
14 deletions are *strike-through italics Times New Roman*.
15 Board amendment additions are double-underlined;
Board amendment deletions are ~~strikethrough normal~~.

16 Be it ordained by the People of the City and County of San Francisco:

17 Section 1. Findings. The Board of Supervisors of the City and County of
18 San Francisco finds, determines and declares as follows:

19 A. The City owns Channel Street between 7th Street and Carolina
20 Street, with a portion thereof consisting of approximately 31,400 square feet, which is
21 approximately half the width of the street, as shown in Department of Public Works'
22 SUR Map No. SUR-5006, dated May, 2006, and as more particularly described in the
23 legal description attached to such map (the "City Property"). A copy of such map and
24 accompanying legal description are on file with the Clerk of the Board of Supervisors
25 in File No. _____ and are incorporated herein by reference.

1 B. ~~Recology Properties Inc., a California corporation~~ ~~Macor, Inc., a~~
2 ~~California corporation,~~ ~~Sunset Scavenger Company, a California corporation,~~ and
3 ~~Norcal Waste Systems, Inc., a California corporation~~ (collectively, "~~Norcal~~Seller")
4 owns certain real property adjacent to the Little Hollywood Park (a City owned
5 neighborhood park), a portion of which consists of approximately 35,250 square feet,
6 as shown in Record of Survey Number 4778, and more particularly described in the
7 legal description attached to such map (the "~~Norcal~~Seller Property") and which is
8 currently leased to the City for use in conjunction with Little Hollywood Park. A copy of
9 such map and accompanying legal description are on file with the Clerk of the Board
10 of Supervisors in File No. _____ and are incorporated herein by reference.

11 C. ~~Norcal~~Seller wishes to acquire the City Property to add to the
12 working area of its company headquarters adjacent thereto (the "~~Norcal~~Seller
13 Headquarters Property"). In exchange for the City Property, ~~Norcal~~Seller proposes to
14 transfer the ~~Norcal~~Seller Property to City, which is currently leased to the City and
15 used as an extension of property owned by City and commonly known as Little
16 Hollywood Park. If acquired, the ~~Norcal~~Seller Property would become a part of Little
17 Hollywood Park under the jurisdiction of the City's Recreation and Park Department.

18 D. The City proposes to convey the City Property to ~~Norcal~~Seller in
19 exchange for the ~~Norcal~~Seller Property, with such exchange conditioned on the
20 matters substantially as shown in the Agreement for the Exchange and Conveyance of
21 Real Estate between the City and ~~Norcal~~Seller dated _____, a copy of
22 which is on file with the Clerk of the Board of Supervisors under File
23 No. _____ (the "Exchange Agreement") and is incorporated herein by
24 reference.

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1 E. City must vacate the City Property prior to any such transfer
2 pursuant to the Transfer Agreement, as further specified in the Exchange Agreement.

3 F. The Director of Planning, by letter dated January 27, 2006, found
4 that the vacation of the City Property (which is half the width of Channel Street,
5 leaving a portion to serve as a public street and greenway) and the subsequent
6 exchange of the City Property and the ~~Noreal~~Seller Property are categorically exempt
7 from environmental review and are in conformance with the City's General Plan. Said
8 letter is on file with Clerk of the Board of Supervisors under File No. _____
9 and is incorporated herein by reference.

10 G. The Department of Public Works has advised the Real Estate
11 Division that there are no in-place public utility facilities in use on the City Property that
12 would be affected by the vacation of the City Property.

13 H. Section 8334 of the California Streets and Highways Code
14 provides that the legislative body of a local agency may summarily vacate an excess
15 right-of-way of a street or highway not required for street or highway purposes under
16 certain circumstances. In particular, Section 8334 provides that the legislative body of
17 a local agency may summarily vacate a portion of a public street if the street vacation
18 area is no longer needed for street or highway purposes. In addition, Section 8334.5
19 of the California Streets and Highways Code requires for a summary vacation that
20 there are no in-place public utility facilities that are in use and would be affected by the
21 vacation. As set forth above, the City Property qualifies for a summary street vacation
22 process in accordance with the terms of the California Streets and Highways Code.

23 I. The ~~Noreal~~Seller Headquarters Property is the only property that
24 fronts on the City Property.

1 J. ~~Noreal~~Seller and City agree that for purposes of the Exchange,
2 the fair market value for the City Property shall be deemed to be ~~\$3,100,000~~
3 \$2,200,000 and that the fair market value for the ~~Noreal~~Seller Property shall be
4 deemed to be ~~\$2,700,000~~ \$1,800,000.

5 K. Subject to the terms and conditions in the Exchange Agreement
6 and the effective date of the summary vacation procedure, at closing, ~~Noreal~~Seller
7 agrees to convey the ~~Noreal~~Seller Property and deliver a payment of \$400,000 to City
8 and City agrees to convey the vacated City Property to ~~Noreal~~Seller (the "Exchange").

9 L. In accordance with California Streets and Highways Code
10 Sections 892 and 8314, the portion of the right-of-way proposed for vacation is no
11 longer useful as a nonmotorized transportation facility, as defined in Section 887,
12 because portions of Channel Street will remain available to pedestrians and bicyclists.

13 Section 2. The public convenience and necessity require that no easements or
14 other rights be reserved for any public utility facilities and that any rights based upon
15 any such public utility facilities shall be extinguished automatically upon the
16 effectiveness of the vacation of the City Property hereunder.

17 Section 3. The public interest and convenience require that the vacation of the
18 City Property be done as declared in this Ordinance.

19 Section 4. The Board of Supervisors adopts as its own and incorporates by
20 reference as though fully set forth the findings of the City Planning Department in the
21 Director of Planning's aforementioned letter that the proposed vacation of the City
22 Property and exchange of the City Property for the ~~Noreal~~Seller Property is
23 categorically exempt from environmental review under the California Environmental
24 Quality Act and is in conformity with the General Plan and with the Eight Priority
25 Policies of Section 101.1 of the Planning Code.

1 Section 5. Pursuant to California Streets and Highways Code Sections 8330 *et*
2 *seq.* (Public Streets, Highways, and Service Easement Vacation Law, Summary
3 Vacation) and Section 787 of the San Francisco Public Works Code, the City Property
4 is hereby ordered summarily vacated in the manner described in this Ordinance,
5 subject to and effective upon the satisfaction of the following condition: the City shall
6 have determined that all of the conditions precedent to the City's conveyance of the
7 City Property to ~~None~~ Seller under the Exchange Agreement (other than the
8 effectiveness of this Ordinance) have been satisfied or waived by the City pursuant
9 thereto; and upon the satisfaction of such conditions (as conclusively evidenced by a
10 letter from the Director of Property, or his or her designee, that such conditions have
11 been satisfied, including the satisfaction of such conditions through an escrow
12 established for the Exchange pursuant to the Exchange Agreement), the Clerk of the
13 Board of Supervisors and the Director of Property shall be authorized and the Clerk
14 shall be directed to record or cause to be recorded a certified copy of the Ordinance
15 ordering such vacation of the City Property as provided in Section 8335(a) of the
16 California Streets and Highways Code, and thereupon such vacation shall be effective
17 without any further action by the Board of Supervisors. Furthermore, from and after
18 the date this Ordinance is recorded, the City Property will no longer constitute a public
19 street.

20 Section 6. The Department of Public Works shall ~~hereby~~ receives the \$400,000
21 generated by the exchange of property for deposit into its ~~their~~ Real Property Fund.

22 Section 7. The Recreation and Park Department ~~is anticipating passing~~ its
23 Resolution No. _____ on November 5, 2009, recommending that the
24 Board of Supervisors ~~approve~~ ing the Exchange Agreement. Said Resolution is on file
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1 with Clerk of the Board of Supervisors under File No. _____ and is
2 incorporated herein by reference.

3 Section 8. The Director of Property is hereby authorized to enter into the
4 Exchange Agreement and is hereby authorized and directed to do any and all things
5 to execute and deliver the Exchange Agreement, ~~including making minor technical~~
6 ~~adjustments,~~ and all other documents with respect to the Exchange Agreement which
7 the Director of Property ~~or determines, in consultation with the City Attorney,~~ are in the
8 best interest of the City, including any modifications or amendments to the ~~may deem~~
9 ~~necessary or achievable to effectuate the purpose or intent of the Exchange~~
10 Agreement that do not materially increase the obligations or liabilities of the City, are
11 necessary or advisable to consummate the transactions contemplated in the
12 Exchange Agreement or the performance of the purposes of this Ordinance, and are
13 in compliance with all applicable laws, including City's Charter.

14 Section 9. The Mayor, Clerk of the Board, Director of Property, and Director
15 of Public Works are hereby authorized and directed to take any and all actions which
16 they or the City Attorney may deem necessary or advisable in order to effectuate the
17 purpose and intent of this Ordinance (including, without limitation, confirmation of
18 satisfaction of any of the conditions to the effectiveness of the vacation of the City
19 Property herein and the consummation of the Exchange in accordance with the
20 Exchange Agreement).

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22 RECOMMENDED:

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25 Amy L. Brown
Director of Property

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Edward D. Reiskin
Director of Public Works

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: _____
Carol Wong
Deputy City Attorney