

1 [Transfer of Real Property - Portion of Former Wool Ranch - Alameda County, California -
2 \$500,000]

3 **Resolution authorizing the Director of Property to execute a Quitclaim Deed and the**
4 **San Francisco Public Utilities Commission (SFPUC) General Manager to execute an**
5 **Agreement for Sale of Real Estate for the conveyance of real property by the City and**
6 **County of San Francisco to the East Bay Regional Park District, commonly known as a**
7 **portion of the Former Wool Ranch, Assessor’s Parcel Block No. 096-0090-005-11 (20**
8 **acres); adopting findings under the California Environmental Quality Act; adopting**
9 **findings that the conveyance is consistent with the General Plan, and the eight priority**
10 **policies of Planning Code, Section 101.1; adopting findings declaring that the real**
11 **property is “exempt surplus land;” and authorizing the Director of Property and the**
12 **SFPUC General Manager to execute any documents, make certain modifications, and**
13 **take certain actions in furtherance of this Resolution, as defined herein.**

14
15 WHEREAS, The City and County of San Francisco (City), under the jurisdiction of the
16 San Francisco Public Utilities Commission (SFPUC), owns certain real property located in an
17 unincorporated portion of Alameda County near the Town of Sunol, California that constitutes
18 approximately 20 acres (Property) of underutilized unimproved agricultural property
19 designated as Assessor Parcel Block No. 096-0090-005-11; and

20 WHEREAS, The City acquired the Property in 2019 as part of the SFPUC’s acquisition
21 of the former 786.63-acre Wool Ranch (Former Wool Ranch) for watershed purposes,
22 pursuant to that certain deed recorded on November 13, 2019, in the Official Records of
23 Alameda County; and

24 WHEREAS, The Property is unimproved, except for a water well and fencing, and is
25 not considered primary watershed land; and

1 WHEREAS, Even though the City had no use for the Property, it purchased the
2 Property because the Former Wool Ranch owners would not sell the ranch to the City unless
3 the City also acquired the Property; and

4 WHEREAS, Because the SFPUC has no utility purpose for the Property, SFPUC
5 management proposed to sell the Property to raise needed funds for the SFPUC Water
6 Enterprise and executed a statement of underutilization for the Property dated January 13,
7 2020; and

8 WHEREAS, The noticing requirements of the State Surplus Lands Act (as amended by
9 Assembly Bill 1486 as of January 1, 2020) are not applicable here because, pursuant to
10 California Government Code, Section 54221(f)(i)(D), the Property constitutes “exempt surplus
11 property” as its proposed conveyance will be to another local agency for that local agency’s
12 use; and

13 WHEREAS, Per Section 23.3 of the Administrative Code, the City may convey the
14 Property to the East Bay Regional Park District (Park District) without a competitive bidding
15 process if the Board of Supervisors determines a competitive process “is impractical,
16 impossible, or is otherwise not in the public interest, including, for example only and not by
17 way of limitation, when the Real Property is not capable of independent development, will be
18 exchanged for other Real Property, or when the Board determines that a negotiated direct
19 Conveyance of the Real Property will further a public purpose.” (S.F. Admin. Code, Sec.
20 23.3); and

21 WHEREAS, By Resolution No. 20-0217, the SFPUC Commission found that, in this
22 case, a competitive bidding process is impractical because the Property is landlocked by the
23 Park District’s adjacent lands and there is no possible party other than the Park District to
24 which the City, through the SFPUC, may convey the Property, and the Commission further
25 found the conveyance will further a public purpose because the Park District’s adjoining

1 property is designated as parkland and the Park District intends to integrate the Property into
2 its adjoining parkland; and

3 WHEREAS, On October 27, 2020, per Commission Resolution No. 20-0217, 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 Agreement for Sale of Real
6 Estate (Sale Agreement), subject to approval by the Board of Supervisors; and

7 WHEREAS, A City-hired MAI appraiser, Mateo Advisors, LLC, appraised the fair
8 market value of the Property as of March 25, 2020, at \$500,000 and the City's Director of
9 Property approved the appraisal on September 24, 2020; and

10 WHEREAS, On September 3, 2020, the Park District agreed to purchase the Property
11 for \$500,000 pursuant to the terms of the Sale Agreement; and

12 WHEREAS, City, through the SFPUC, will sell the Property to the Park District on an
13 "as is-where is basis;" and

14 WHEREAS, The City's Planning Department has found that the transactions
15 contemplated by the Sale Agreement are consistent with the City's General Plan, and with the
16 eight priority policies of Planning Code, Section 101.1, a copy of these findings are on file with
17 the Clerk of the Board of Supervisors under File No. 210051, and are incorporated herein by
18 this reference; and

19 WHEREAS, On October 27, 2020, per Resolution No. 20-0217, the SFPUC
20 Commission determined that this action does not constitute a project under California
21 Environmental Quality Act (CEQA) Guidelines, Section 15378 because there would be no
22 physical change in the environment, and the Board of Supervisors hereby adopts this
23 determination as its own; now, therefore, be it

24 RESOLVED, That this Board of Supervisors further declares the Property to be
25 "exempt surplus land" under California Government Code, Section 54221(f)(1)(D) because a

1 “local agency is transferring [the Property] to another local, state, or federal agency for the
2 agency’s use;” and, be it

3 FURTHER RESOLVED, That this Board of Supervisors further declares that in
4 accordance with Section 23.3 of the Administrative Code, that a competitive bidding process
5 for the conveyance of the Property is impractical and impossible because the Property is
6 landlocked, remote, and thus extremely unlikely to be capable of independent development;
7 and, be it

8 FURTHER RESOLVED, That this Board of Supervisors further declares that in
9 accordance with Section 23.3 of the Administrative Code, the proposed conveyance will
10 further a public purpose because the Park District’s adjoining property is designated as
11 parkland and the Park District intends to integrate the Property into its adjoining parkland;
12 and, be it

13 FURTHER RESOLVED, That this Board of Supervisors hereby ratifies, approves, and
14 authorizes all actions heretofore taken by any City official in connection with the Sale
15 Agreement; and, be it

16 FURTHER RESOLVED, That this Board of Supervisors hereby approves the terms and
17 conditions of the Sale Agreement; and, be it

18 FURTHER RESOLVED, That this Board of Supervisors authorizes and directs City’s
19 Director of Property to execute the Deed, and the SFPUC General Manager to execute and
20 deliver the Sale Agreement to the Park District; and, be it

21 FURTHER RESOLVED, That this Board of Supervisors hereby authorizes the City’s
22 Director of Property and/or the SFPUC General Manager to enter into any amendments or
23 modifications to the Deed or the Sale Agreement, including without limitation, the exhibits, that
24 City’s Director of Property and/or the SFPUC General Manager determines, in consultation
25 with the City Attorney, are in the best interest of the City; do not materially increase the

1 obligations or liabilities of the City; are necessary or advisable to effectuate the purposes and
2 intent of the Sale Agreement or this Resolution; and are in compliance with all applicable
3 laws, including the City Charter; and be it

4 FURTHER RESOLVED, That the Board of Supervisors authorize the SFPUC General
5 Manager and/or City's Director of Property to take any and all other steps they, in consultation
6 with the City Attorney, deem necessary and advisable to effectuate the purpose and intent of
7 this Resolution; and, be it

8 FURTHER RESOLVED, That within thirty (30) days of the agreement being fully
9 executed by all parties, the SFPUC shall provide the final agreement to the Clerk of the Board
10 for inclusion into the official file.