



CITY OF MARTINEZ

**CITY COUNCIL AGENDA
March 7, 2012**

TO: Mayor and City Council
FROM: Philip Vince, City Manager
SUBJECT: Purchase and Sale Agreement for 610 Court Street
DATE: February 27, 2012

RECOMMENDATION:

Adopt resolution approving the Purchase and Sale Agreement between the County of Contra Costa and the City of Martinez regarding 610 Court Street and authorizing the City Manager to execute same.

BACKGROUND:

610 Court Street (hereafter, “610”) is a 6,800 square foot two story building located at the corner of Court and Escobar Street currently owned by Contra Costa County (“County”). The County acquired 610 in 1982 for use as County office. Until 2008, 610 Court Street was used by the Defenders Office. In 2008, the County moved the Alternate Defenders office out of 610 Court and the building has been unoccupied since that time. Subsequent to the vacation of 610 by the County, City and County staff began discussion regarding alternate uses for 610 and whether the County intended to declare the property surplus. On December 13, 2011 the County Board of Supervisors (“Board”) approved a Notice of Intention designating January 10, 2012, as the time and place at which the Board would meet to consider the conveyance of 610 to the City of Martinez.

On January 24, 2010, the County held a public meeting on 610 pursuant to its Notice of Intention. At said meeting the County: (1) determined 610 surplus and no longer necessary for present or future County use; (2) authorized the sale of 610 to the City of Martinez for \$378,000.00; and (3) authorized the Chair of the Board to execute the Purchase and Sale Agreement and Grant Deed on behalf of the County.

The City of Martinez commissioned an appraisal of 610 on October 19, 2011. The appraiser determined that the fair market value of 610 was \$378,000. On December 13, 2011, the Planning Commission considered the possible purchase of 610 and determined, by the adoption of Resolution PC11-12 that the proposed acquisition of 610 was consistent with the General Plan.

The proposed Purchase and Sale Agreement between the County of Contra Costa and the City of Martinez is essentially a standard form County purchase and sale agreement. It provides that the County will transfer 610 to the City in an “as is” condition and that the City will pay the seller the sum of \$378,000.00. The agreement provides that the City is responsible for all escrow and recording fees and all title insurance associated with the transaction.

The agreement provides for a 90 day due diligence and document review period for the City to perform any and all due diligence that the City may wish to perform relating to 610. The 90 day period begins upon full execution of the agreement. The parties may mutually agree to extend this 90 day period. During the due diligence period the City has the right to review all public documents pertaining to 610, conduct all investigations, tests, etc. that it may wish to perform relating to the property, conduct consultation and negotiations with others relating to the condition, suitability and future uses of the property and determine the feasibility of any future uses, subsequent transfer and funding for the property. In the event that during the due diligence period the City determines that it does not wish to purchase the property, the City has the right to cancel the sale and not complete the purchase of 610.

FISCAL IMPACT:

Fiscal costs consist of staff time and costs relating thereto. During the due diligence period staff will be looking at possible future uses of the property and funding sources relating thereto to insure that the transaction is ultimately revenue neutral to the City.

ACTION:

Motion adopting a resolution approving: (1) the Purchase and Sale Agreement between the Contra Costa County and the City of Martinez for 610 court Street; and (2) authorizing expenditure appropriation in the amount of \$378,000; and (3) authorizing the City Manager to execute said Agreement and a Certificate of Acceptance relating to same and any and all further documentation necessary for the closing of escrow on the purchase.

Attachments: Proposed Resolution
Purchase and Sale Agreement
Planning Commission Resolution No. PC11-12

RESOLUTION NO. -12

RESOLUTION APPROVING: (1) THE PURCHASE AND SALE AGREEMENT BETWEEN THE CONTRA COSTA COUNTY AND THE CITY OF MARTINEZ FOR 610 COURT STREET; AND (2) AUTHORIZING EXPENDITURE APPROPRIATION IN THE AMOUNT OF \$378,000; AND (3) AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT AND A CERTIFICATE OF ACCEPTANCE RELATING TO SAME AND ANY AND ALL FURTHER DOCUMENTATION NECESSARY FOR THE CLOSING OF ESCROW ON THE PURCHASE

WHEREAS, the County of Contra Costa has determined the property located at 610 Court Street, Martinez to be surplus and no longer necessary for present or future County purposes; and

WHEREAS, City is the owner of the immediately adjacent property located at 630 Court Street which the City has been actively marketing since purchasing from the County in 2005; and

WHEREAS, at its meeting of January 24, 2012, the County Board of Supervisors authorized the sale of 610 Court Street to the City of Martinez; and

WHEREAS, on December 13, 2011, the Planning Commission of the City of Martinez did, by the adoption of Resolution PC11-12 determine that the purchase of 610 Court Street was consistent with the Martinez General Plan; and

WHEREAS, City staff has determined that it is desirable and in the best interest of the public to purchase 610 Court Street in order to provide for a joint planning effort in this important block of downtown Martinez and assist with the active reuse of both 610 and 630 Court Street which have been un-utilized or underutilized for a number of years; and

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby find that the purchase of 610 Court Street will not have a significant effect on the environment and that it has been determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15301, in that it is not proposed that the acquisition involve any expansion of the building or change in use from that currently permitted under the existing General Plan and zoning regulations applicable to the property.

BE IT FURTHER RESOLVED that the City Council hereby approves the Purchase and Sale Agreement between Contra Costa County and the City of Martinez for 610 Court Street; and

BE IT FURTHER RESOLVED authorizes the appropriation in the amount of \$378,000 from unassigned fund balance for the expenditure for 610 Court Street; and

BE IT FURTHER RESOLVED authorizes the City Manager to execute said Agreement and a Certificate of Acceptance relating to same and any and all further documentation necessary for the closing of escrow on the purchase.

* * * * *

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution duly adopted by the City Council of the City of Martinez at a Regular Meeting of said Council held on the 7th day of March, 2012, by the following vote:

AYES:

NOES:

ABSENT:

RICHARD G. HERNANDEZ, CITY CLERK
CITY OF MARTINEZ

To: Board of Supervisors

From: Julia R. Bueren, Public Works
Director/Chief Engineer

Date: January 24, 2012



**Contra
Costa
County**

Subject: APPROVE the Conveyance of Real Property to the City of Martinez, identified as APN 373-265-001, located at 610 Court St, Martinez area

RECOMMENDATION(S):

APPROVE the conveyance of real property to the City of Martinez, in accordance with the Purchase and Sale Agreement, pursuant to Government Code Section 25365. Project No.: 4500-6X5801

FIND that this activity will not have a significant effect on the environment, and that it has been determined to be exempt from the California Environmental Quality Act (CEQA) under State CEQA guidelines Article 19, Section 15312. DIRECT the Director of the Department of Conservation and Development (DCD) to file a Notice of Exemption with the County Clerk, and AUTHORIZE the Public Works Director, or designee, to arrange for payment of the \$50 fee to the County Clerk for filing and a \$25 fee to the DCD for processing of the Notice of Exemption.

DECLARE that this Board on December 13, 2011, approved a Notice of Intention fixing January 10, 2012 at 9:30 a.m., or thereafter, in its Chambers, County Administration Building, 651 Pine Street, Martinez, California, as the time and place where it would meet to convey the real property described therein to consummate the conveyance to the City of Martinez. Said Notice was duly published in the Contra Costa Times in compliance with Govt. Code Section 6061. Said Notice of Intention was continued on January 10, 2012 to January 24, 2012.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

APPROVED AS RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES NOES

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 24, 2012

David J. Twa, County Administrator and Clerk of the Board of Supervisors

RECOMMENDATION(S): (CONT'D)

DETERMINE said property to be surplus and no longer necessary for present or future County purposes.

AUTHORIZE the Chair, Board of Supervisors to execute the Grant Deed and the Purchase and Sale Agreement on behalf of the County in consideration for the payment received in full in the amount of \$378,000.

DIRECT the Real Property Division of the Public Works Department to cause said Grant Deed and a certified copy of this Board Order to be delivered to the grantee for acceptance and recording in the office of the County Recorder.

FISCAL IMPACT:

The funds received from the sale of this property will be deposited into the County General Fund.

BACKGROUND:

In 1982, Contra Costa County (County) acquired 610 Court Street, Martinez for County offices which had been occupied by the Alternate Defender's Office. In 2008, the Alternate Defender's Office move out of the building which has been vacant since then. The County has determined that this building is no longer needed and the City of Martinez has requested that the surplus property be sold to them.

CONSEQUENCE OF NEGATIVE ACTION:

The County would own and be liable for the maintenance of the property which is no longer necessary for County purposes.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

To: Board of Supervisors

From: Julia R. Bueren, Public Works
Director/Chief Engineer

Date: January 24, 2012



**Contra
Costa
County**

Subject: APPROVE the Conveyance of Real Property to the City of Martinez, identified as APN 373-265-001, located at 610 Court St, Martinez area

ABSENT ABSTAIN

RECUSE

June McHuen
By: June McHuen, Deputy

Contact: Carmen Piña-Sandoval
(925) 313-2012

cc: Real Property Division, Sheila Minor



Assessor's Parcel Number: 373-265-001
Project Name: Sale of 610 Court Street, Martinez
Project Number: 4500-6X5801

**PURCHASE AND SALE AGREEMENT BETWEEN
CONTRA COSTA COUNTY AND CITY OF MARTINEZ**

This Agreement is entered into by and between Contra Costa County, a political subdivision of the State of California, (hereinafter "County") and City of Martinez, a general law city, (hereinafter "City").

RECITALS

- A. County is the owner of real property located in the City of Martinez of the County of Contra Costa, State of California, commonly known as the 610 Court Street, Martinez, and identified as Assessor's Parcel No. 373-265-001, The real property, including improvements thereon, if any, are collectively referred to herein as the "Property".
- B. County agrees to convey the Property to the City, and City agrees to purchase the Property in an "as is" physical condition from the County in accordance with and subject to the terms and conditions of this agreement.
- C. In consideration of the County's conveyance of the Property, City agrees to pay County the sum of \$378,000.00.

AGREEMENT

NOW THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

- 1. **Effective Date.** It is understood that this Agreement is subject to approval by the County's Governing Board and the City Council of the City. This Agreement is effective on the date approved by both the County's Governing Board and the City Council ("Effective Date").
- 2. **Purchase and Sale.** Subject to the terms and conditions in this Agreement, County agrees to sell and City agrees to purchase the Property.
- 3. **Purchase Price.** The purchase price for the Property shall be Three Hundred Seventy-Eight Thousand Dollars (\$378,000) ("Purchase Price").
- 4. **Escrow.** By this Agreement, County and City establish an escrow ("Escrow") with North American Title Company Title Company, 1737 North First Street, Suite 500, San Jose, California, their Escrow No.: NCS516944-SC ("Title Company"). If, for any reason, the named Title Company is unable to handle this transaction through the Close of Escrow, the City's staff assigned to oversee this Property transaction will select an alternate title company to handle the transaction, and notify County in writing of the identity and address of the successor title company and the new escrow number. Thereafter, the successor company will be the "Title Company" for purposes of this Agreement. The parties hereto will prepare joint escrow instructions and file same with said Title Company, in accordance with this Agreement. This includes authorization of the Title Company to withhold pro rata taxes, liens, and assessments on the Property conveyed.

- 4.1. Fees and Title Insurance. The City shall pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the City, the premium charged therefor.
- 4.2. County's Deposit into Escrow. On or before the Close of Escrow County will deliver into Escrow with the Title Company the following documents:
 - A. A grant deed, in recordable form and properly executed on behalf of County, in a form approved by City ("Grant Deed") conveying to City the Property in fee simple absolute, subject to all conditions, covenants, and exceptions listed in the Preliminary Title Report dated December 1, 2011, from North American Title Company, Escrow No. NCS516944-SC.
 - B. Signed joint escrow instructions.
- 4.3. City's Deposit Into Escrow. Prior to the Close of Escrow, City will deliver into Escrow with the Title Company the following:
 - A. The Purchase Price.
 - B. Signed joint Escrow instructions.
- 4.4. Close of Escrow. Escrow shall close (the "Closing Date" or "Close of Escrow") no later than ten (10) calendar days after the expiration of the Due Diligence Period. On the closing date, the Title Company shall close Escrow as follows:
 - A. Record the Grant Deed, marked for return to the City care of the City, (which shall be deemed delivery to the City);
 - B. Issue the Title Policy, if requested to do so by the City;
 - C. Disburse to the County the Purchase Price, less prorated amounts and charges to be paid by or on behalf of County;
 - D. Prepare and deliver to the City and to the County one signed copy of the Title Company's closing statement showing all receipts and disbursements of the Escrow.

If the Title Company is unable to simultaneously perform all of the instructions set forth above, the Title Company shall notify the County and the City and retain all funds and documents pending receipt of further instructions from the City.

5. Due Diligence and Document Review.

- 5.1 The Due Diligence period is ninety (90) days following the Effective Date, unless during the initial 90-day Due Diligence period County agrees in writing to extend the Due Diligence period. County, in its sole discretion, has the right, but not the obligation, to extend the initial 90-day Due Diligence period, under such terms and conditions as County believes is reasonable, if County, in its sole discretion, believes such extension is warranted. No such extension shall be effective unless and until it is in writing by both parties. The Due Diligence period will terminate on the last day of the extended Due Diligence period.
- 5.2 The City shall have the right to: (i) review all of the public documents the County possesses pertaining to the Property; (ii) conduct any and all surveys, inquires, inspections, investigations, tests, engineering surveys and studies on, around or pertaining to the

Property as City may elect to make, conduct or maintain; (iii) conduct consultations and negotiations with persons of City's choosing in order to determine the condition of the Property and the suitability of the Property for the purposes desired by the City. County has not and does not verify or warrant the accuracy of any statements or other information contained within the documents provided to City by County.

6. **County's Representations and Warranties.** County makes the following representations and warranties with the understanding that these representations and warranties are material and are being relied upon by City. County represents and warrants to the City that as of the date of this Agreement and as of the Close of Escrow:
 - 6.1. Marketable Title. County is the owner of the Property and has marketable and insurable fee simple title to the Property clear of restrictions, leases, liens and other encumbrances, subject only to Approved Exceptions. No leases, licenses, or other agreements allowing any third party rights to use the Property are or will be in force unless prior consent has been given by the City in writing. Commencing with the full execution of this Agreement by both parties and until the Close of Escrow, County shall not permit any liens, encumbrances or easements to be placed on the property other than the Approved Exceptions, nor shall County enter into any agreement that would affect the Property that would be binding on the City after the Close of Escrow without the prior written consent of the City.
 - 6.2. Condition of Property. City shall take title to the Property in its "AS-IS" condition.
 - 6.3. Other Matters Affecting Property. To the best of County's knowledge, there are not presently any actions, suits, or proceedings pending or, to the best of County's knowledge, threatened against or affecting the Property or the interest of County in the Property or its use that would affect County's ability to consummate the transaction contemplated by this Agreement. Further, there are not any outstanding and unpaid arbitration awards or judgments affecting title to any portion of the Property. To the best of County's knowledge there are not presently any pending or threatened condemnation, eminent domain or similar proceedings affecting the Property. County shall promptly notify City of any of these matters arising in the future.
7. **Representations and Warranties.** Upon approval of this Agreement by the County's governing body and the City's Counsel, this Agreement shall constitute a binding obligation of both the County and the City.
8. **Survival.** All of the terms, provisions, representations, warranties and covenants of the parties under this Agreement shall survive the assignment, expiration or termination of this Agreement and shall not merge in the deed or other documents following the delivery and recordation of said deed or other documents.
9. **Possession of the Property.** Possession of the Property shall be delivered to the City at the Close of Escrow.
10. **Assignment and Successors.** This Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective successors, assigns and related agencies and entities.
11. **Informalities; Cancellation of Sale.** Both County and City each individually reserve the right to waive any informalities or irregularity on any offer or cancel the sale at any time prior to recording of a deed.

12. **Notices.** All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing. The place for delivery of all notices given under this Agreement shall be as follows:

County: Principal Real Property Agent
Real Property Division
Public Works Department
255 Glacier Drive
Martinez, CA 94553
Telephone: 925-313-2012

City: City Manager
City of Martinez
525 Henrietta Street
Martinez, CA 94553
Telephone: 925-372-3505

or to such other addresses as County and City may respectively designate by written notice to the other.

13. **Entire Agreement.** The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement. County has no other right or claim to compensation arising out of or connected with the acquisition of the subject property by the City, except as specifically set forth in this Agreement, including but not limited to all claims for compensation for improvements pertaining to realty, all claims for compensation for fixtures, equipment or machinery, attorneys' fees, costs or damages of every kind and nature by reason of City's acquisition of the subject property and agrees never to assert such a claim.
14. **Construction.** The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement. The Recitals are and shall be enforceable as a part of this Agreement.
15. **Further Assurances.** Whenever requested to do so by the other party, each party shall execute, acknowledge and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and all further instruments and documents as may be necessary, expedient, or proper in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement.
16. **Waiver.** A waiver or breach of any covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement and no waiver shall be valid unless in writing and executed by the waiving party.

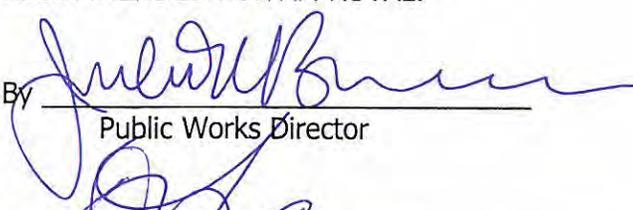
- 17. **Severability.** If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.
- 18. **Governing Law.** This Agreement shall be governed and construed in accordance with California law. The venue of any litigation pertaining to this Agreement shall be Contra Costa County.

CONTRA COSTA COUNTY, a political subdivision of the State of California

By 

 Chair, Board of Supervisors

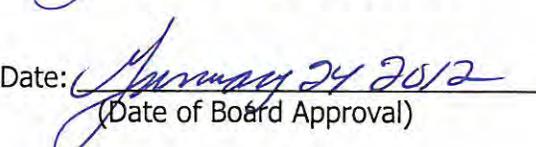
RECOMMENDED FOR APPROVAL:

By 

 Public Works Director

By 

 Principal Real Property Agent

Date: 

 (Date of Board Approval)

CITY OF MARTINEZ, a general law city

By _____

By _____

Date _____
 (Date signed by City)

APPROVED AS TO FORM:
 City Counsel

By _____

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

G:\realprop\Carmen\610 Court Street\610 COURT- AG 12a Purchase Sale Agreement- County to City Revised (B).doc
 05/17/10 (Escrow Language Changed per Counsel)

(FORM APPROVED BY COUNTY COUNSEL 6/99)

Recorded at the request of:
Contra Costa County

Return to:
City of Martinez
525 Henrietta Street
Martinez, CA 94553

Assessor's Parcel No. 373-265-001

Title Co. Order No. NCS516944-SC

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

CONTRA COSTA COUNTY, a political subdivision of the State of California,

Grants to the CITY OF MARTINEZ, a general law city, the following described real property in the City of Martinez, County of Contra Costa, State of California,

FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

CONTRA COSTA COUNTY

Dated

January 24 2012

By

[Signature]

Chair, Board of Supervisors

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On January 24 2012 before me, Jane Miller Clerk of the Board of Supervisors, Contra Costa County, personally appeared Mary Licpho, 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:

[Signature]
Deputy Clerk



Exhibit "A"

LEGAL DESCRIPTION

Real property in the City of Martinez, County of Contra Costa, State of California, described as follows:

PARCEL ONE:

PORTION OF BLOCK 329 OF THE ADDITIONAL SURVEY OF THE TOWN OF MARTINEZ, AS PER MAPS THEREOF ON FILE IN THE OFFICE OF THE RECORDER OF THE COUNTY OF CONTRA COSTA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF BLOCK 329, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF ESCOBAR STREET WITH THE WEST LINE OF COURT STREET; THENCE FROM SAID POINT OF BEGINNING SOUTHERLY ALONG THE WEST LINE OF COURT STREET, 90 FEET; THENCE WESTERLY AND PARALLEL WITH THE SOUTH LINE OF ESCOBAR STREET, 41 FEET; THENCE NORTHERLY AND PARALLEL WITH THE WEST LINE OF SAID COURT STREET, 90 FEET, MORE OR LESS, TO THE SOUTH LINE OF ESCOBAR STREET; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID ESCOBAR STREET; 41 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

RIGHT OF WAY EMBODIED IN THE DEED TO ANGIE C. BASSI, RECORDED SEPTEMBER 02, 1926, BOOK 48, OFFICIAL RECORDS, PAGE 393, OVER THAT PARCEL OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF COURT STREET, DISTANT THEREON, 90 FEET SOUTHERLY FROM THE SOUTH LINE OF ESCOBAR STREET; THENCE FROM SAID POINT OF BEGINNING SOUTHERLY ALONG SAID WEST LINE OF COURT STREET, 8 FEET, THENCE WESTERLY AND PARALLEL WITH THE SOUTH LINE OF ESCOBAR STREET, 41 FEET; THENCE NORTHERLY AND PARALLEL WITH SAID WEST LINE OF COURT STREET, 8 FEET; THENCE EASTERLY AND PARALLEL WITH THE SAID SOUTH LINE OF ESCOBAR STREET, 41 FEET TO THE POINT OF BEGINNING.

APN: 373-265-001

RESOLUTION NO. PC 11-12

**RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF MARTINEZ,
FINDING THAT THE ACQUISITION AND DISPOSITION OF 610 COURT
STREET ARE CONSISTENT WITH THE MARTINEZ GENERAL PLAN, AND
ALL APPLICABLE SPECIFIC PLANS**

WHEREAS, 610 Court Street is an approximate 7,000 square foot, two story office building in Downtown Martinez, currently owned by Contra Costa County; and

WHEREAS, the adjacent building at 630 Court Street was purchased by the City of Martinez from Contra Costa County for the sole purpose of finding a private developer to rehabilitate, retrofit the building and provide new tenants that could serve as a catalyst for downtown revitalization efforts; and

WHEREAS, the County has made its surplus office building at 610 Court Street available to the City; and

WHEREAS, the City is currently in negotiations with Southport Development for the disposition of 630 Court Street for the purposes of a restaurant in the first floor, with offices above; and

WHEREAS, Southport has expressed an interest in the adjacent building at the subject property at 610 Court Street, and wishes for the City to acquire it from the County so the City sell its interests to Southport for the purposes of concurrently retrofitting the now vacant building for similar commercial uses; and

WHEREAS, the project is located within the General Plan's Commercial Retail and Services Land Use Designation, within the Downtown Core district of the Martinez Downtown Specific Plan and the Central Commercial zoning district where restaurants and office space are permitted uses by right; and,

WHEREAS, a key policy of the Downtown Core district is to emphasize pedestrian scale specialty commercial and restaurant uses through the rehabilitation and adoptive reuse of older buildings, and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) the project is exempt as a Class 1 – Existing Facilities, Class 12 – Surplus Government Property Sales, and Section 15061.B.3 of the CEQA guidelines pertaining to the general rule exemption; and

WHEREAS, the City will review any proposed exterior changes as part of any future formal Design Review application, as to the projects consistency with the applicable design guidelines contained in the Downtown Specific Plan; and

WHEREAS, the findings to approve a Design Review application will include compliance with the California Environmental Quality Act (CEQA), and all other findings necessary for approving a Design Review application.

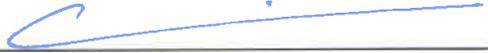
NOW, THEREFORE, BE IT RESOLVED that the Planning Commission hereby determines, pursuant to Government Code Section 65402, that the proposed acquisition and deposition of 610 Court Street for the purpose of reusing the now vacant County owned building for commercial purposes are consistent with the General Plan and all applicable Specific Plans.

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution duly adopted by the Planning Commission of the City of Martinez at a regular meeting of said Commission held on the 13th day of December, 2011 by the following vote:

AYES: Allen, Blair, Glover, & Waggener

NOES:

ABSTAINED: Burt

BY: 
Corey M. Simon
Senior Planner/Clerk Pro Tem