



For Sale by

The State of California
Department of General Services



Deadline for submittal of
sealed written offers is
5:00 P.M., October 27, 2015

Request for Written Offers
San Marcos
Former Fire Station
236 Pico Avenue
San Marcos, CA
September 28, 2015



Contact: Terry Todd
terry.todd@dgs.ca.gov
(916) 376-1826

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INTRODUCTION:

The State of California, Department of General Service (referred to herein as “**State**” or “**DGS**”) is selling the land and improvements located at 236 Pico Avenue, City of San Marcos, County of San Diego (the “**Property**”).

OPEN HOUSE DATE:

Due to the condition of the structures there will be no open house. Please view the parcel from the sidewalk.

DEADLINE FOR SEALED WRITTEN OFFERS:

All sealed written offers must be received by DGS no later than 5:00 P.M., PDT on October 27, 2015 (the “**Offer Deadline**”). DGS will not accept any sealed written offers after the Offer Deadline.

FOR ADDITIONAL INFORMATION CONTACT:

Terry Todd
Department of General Services
707 3rd Street, 5th Floor
W. Sacramento, CA 95605
Phone: (916) 376-1826
Email: terry.todd@dgs.ca.gov

PROPERTY DESCRIPTION:

Property Owner :

State of California

Property Location:

The Property is located on the west side of Pico Avenue and is adjacent the Boys and Girls Club of San Marcos. Ingress and egress to the Property is from Pico Avenue.

Assessor's Parcel Number:

220-140-06

Land Area:

Per the San Diego County Map, the Property consists of an approximately 14,400 square foot, rectangular-shaped parcel.

Improvements:

There are two (2) building structures located on the Property. One of the structures has a building footprint of approximately \pm 1,488 square feet. A detached garage has a building footprint of approximately \pm 796 square feet. The buildings were used for a Department of Forestry fire station and were built in 1937. **The structures are in poor condition and will not be open for inspection due to safety concerns.**

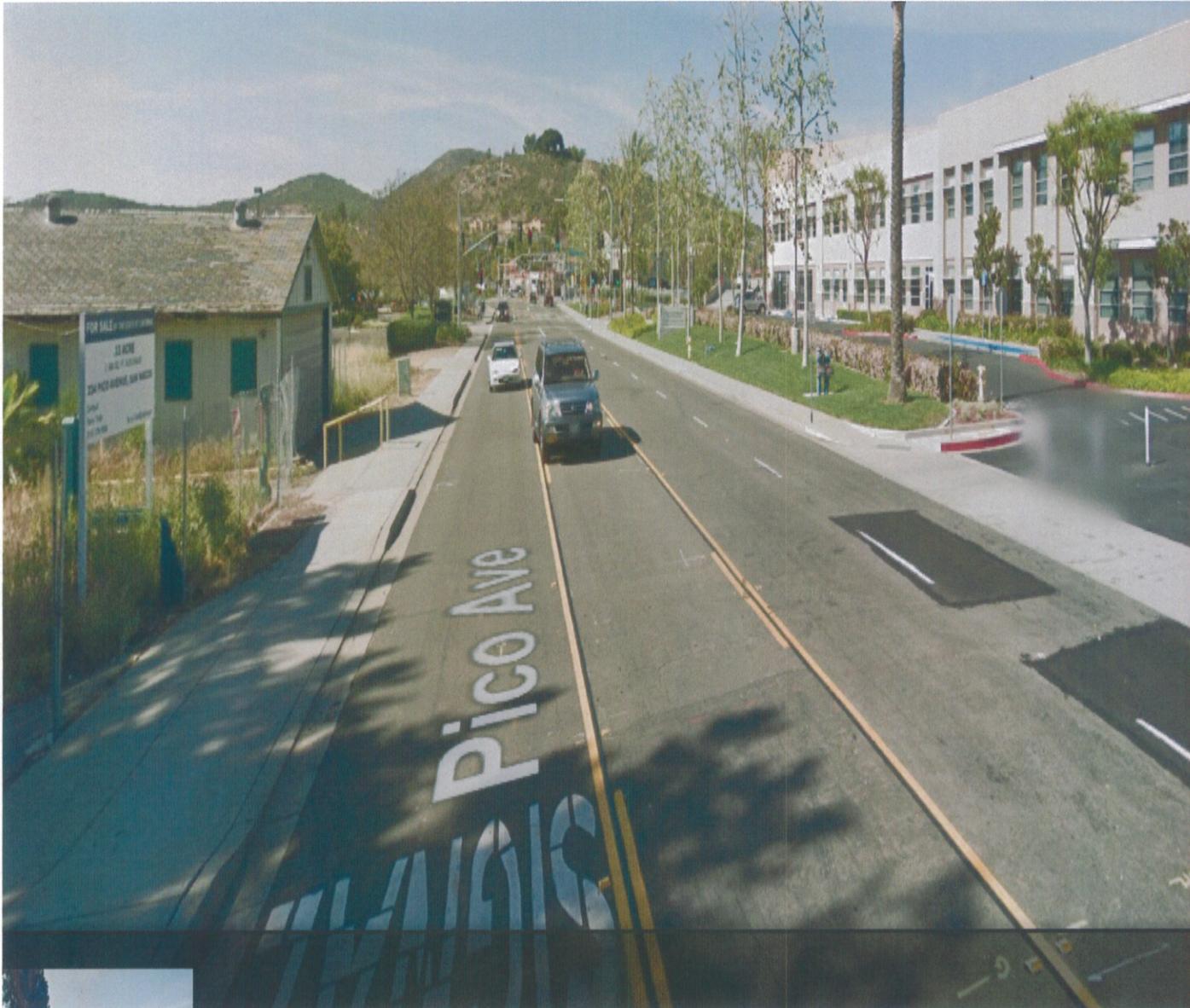
Zoning:

The Property has a zoning designation of Commercial. For additional information regarding zoning, contact the City of San Marcos.

Utilities:

Water and sewer are provided by the City of San Marcos. Natural gas and electric service are provided San Diego Gas and Electric.

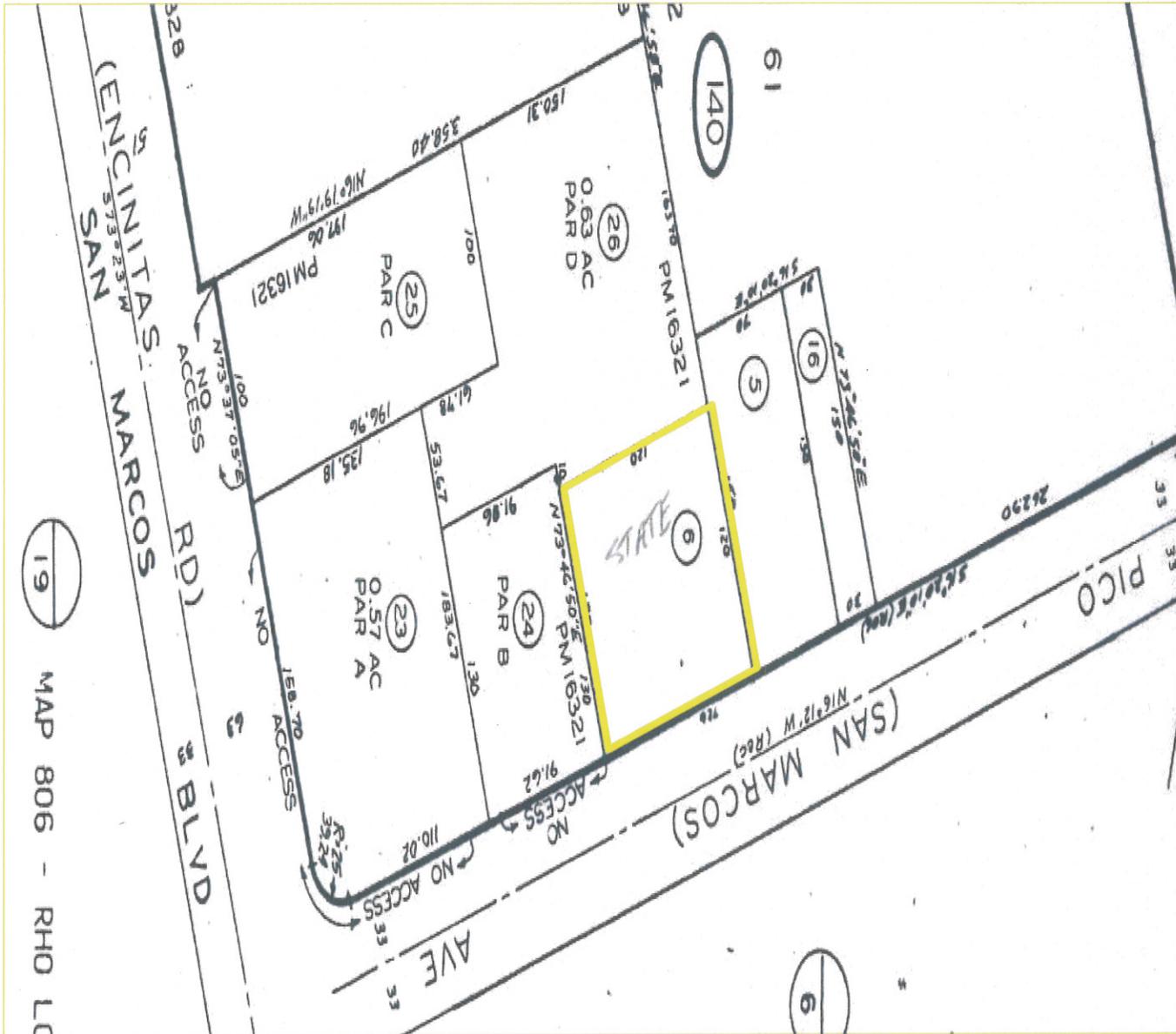




Street View



Aerial View



(Not to Scale)

Plat Map/County Assessor's Map



DISCLOSURES, REPRESENTATIONS, AND WARRANTIES:

Interested parties may review the listed reports which are posted online on the Property Web Page at the following URL:

<http://www.dgs.ca.gov/resd/Home/SurplusPropertyForSaleHomepage/SanMarcosForestFireStation.aspx>

1. **Preliminary Report**, Order No. 12204547, issued by Chicago Title Company, 701 B Street, Suite 760, San Diego, CA, 92101, dated June 11, 2015.
2. **Phase I Environmental Site Assessment**, Dated September 29, 2000; By Ninyo and Moore Environmental Sciences.

Interested parties should check with the local Planning Department regarding permitted land uses, building restrictions, local building codes and ordinances, code compliance, zoning and development requirements applicable to the Property. The Property has not been tested for mold, radon, or methane gas. No building, roof, termite, structural or code compliance inspections have been undertaken by the State. The Property may be situated within a Special Studies Zone as designated under the Alquist-Priolo Special Studies Zones Act. Interested parties are solely responsible for making any and all inspections, investigations, tests and studies with respect to the Property as buyer may elect to make or maintain including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies and soils, seismic and geologic reports, environmental testing and investigations to determine if all needed entitlements can be procured in an acceptable form for buyer's intended use and/or development.

The State obtained the information included in this brochure and located on the above referenced Property Web Page from sources deemed reliable; however, the State makes no guarantees, warranties, or representations nor expresses or implies any opinion concerning the accuracy or completeness of the information provided. Interested parties are responsible for undertaking all necessary on-site and off-site investigations of this Property.

The Property will be assessed for real estate taxes and assessments upon transfer into private ownership.



CONDITIONS OF SALE:

THIS PROPERTY IS BEING SOLD IN AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS NOW EXISTING ON THE PROPERTY, WHETHER KNOWN OR UNKNOWN, INCLUDING ANY HAZARDOUS MATERIALS THAT MAY BE LOCATED ON, UNDER, OR AROUND THE PROPERTY, AND THERE IS NO WARRANTY AS TO THE ENVIRONMENTAL, GEOLOGICAL OR OTHER CONDITIONS OF THE PROPERTY, EXPRESS OR IMPLIED. The term "**Hazardous Materials**" shall mean any flammable explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances and other related materials including, without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal, state or local laws or regulations.

The sale of this Property is subject to all matters of public record and any easements, claim of easements or reservations not of record. The right, title and interest in the property to be sold shall not exceed that vested in the State of California. No warranty or representation is made by the State relative to the Property boundaries or size of the parcel or improvements located thereon. Should the buyer desire a survey of the Property, this may be accomplished by an independent survey at the buyer's expense. At the close of escrow, the Property will be transferred by the State's form of quitclaim deed. The State will reserve all mineral rights, as defined in Section 6407 of the Public Resources Code, below a depth of 500 feet. The State's form of purchase and sale agreement ("**PSA**") will be used.

Closing Costs:

All transfer taxes, title insurance premiums and recording and escrow fees shall be paid by buyer. In no event shall the State be responsible for any real estate brokerage commissions or fees.



SALE PROCESS:

A. SUBMISSION OF SEALED WRITTEN OFFERS

Sealed written offers submitted by interested parties must be received on or before the Offer Deadline and must include all of the following items contained within a sealed envelope (the “Offer Package”):

1. Cover Letter

The interested party’s cover letter must include: a.) legal name of the entity submitting the Offer Package; b.) primary point of contact and contact information (i.e. contact name, address, phone, fax, and email address); c.) a detailed outline of all due diligence investigations and/or studies proposed to be conducted by the interested party prior to the close of escrow (the “**Proposed Due Diligence**”); and, d.) any proposed conditions to closing.

In the event a buyer is selected for negotiations by the State (the “**Selected Buyer**”), the Proposed Due Diligence will be negotiated and, at the State’s sole and absolute discretion, included within the PSA with the Selected Buyer. Notwithstanding, the time period for the Selected Buyer to complete all of its due diligence investigations under the PSA shall not exceed sixty (60) days. All due diligence investigations and/or studies will only be permitted upon execution of the PSA or a separate Right of Entry Agreement and will be at the Selected Buyer’s sole cost and expense.

2. Offer Form

Interested parties shall submit written offers utilizing the State’s authorized offer form included in this brochure (the “**State Offer Form**”). The State Offer Form must be completed in its entirety and signed by the interested party. If the interested party is a corporation, partnership or limited liability company, the State Offer Form must be signed by a duly authorized representative and the interested party’s Offer Package must include evidence of the signer’s authority to sign on behalf of the entity. The proposed purchase price (the “**Offered Price**”) shall be expressed in US Dollars and in an amount that is net to the State. Only offers submitted on the State Offer Form will be accepted.

3. Deposit Check

The State Offer Form must be accompanied by a deposit in the form of a certified check, cashier’s check or money order made payable to “State of California, Department of General Services” (the “**Deposit Check**”) in the amount of Twenty Thousand and No/100 US Dollars (\$20,000.00).



4. Financial Information

Subject to verification by DGS, interested parties must provide sufficient financial information (i.e. bank statements, certified financial statement, letters of credit, loan commitments, etc.) with their completed State Offer Form that demonstrates that the interested party has the necessary funds and/or has secured or can secure the requisite financing to facilitate an all cash transaction at the interested party's Offered Price, payable in full at the close of escrow.

All Offer Packages must be received by DGS on or before **5:00 PM, PDT on October 27, 2015**, with a return address and addressed as follows:

Sealed Written Offer – San Marcos FFS -SSL # 894
State of California
Department of General Services
Asset Management Branch
Attn: Terry Todd, Project Manager
707 3rd Street, 5th Floor, MS-501
West Sacramento, CA 95605

Hand delivered packages must be delivered to and signed for by the receptionist on the 5th Floor on or before the Offer Deadline. Offer Packages not signed for by the receptionist will not be accepted. Offer Packages received after the Offer Deadline will not be accepted. The State will not accept any Offer Packages by facsimile or email.

B. OFFER PACKAGE OPENING

Within ten (10) business days after the Offer Deadline, all Offer Packages received in accordance with the requirements set forth above, will be opened and recorded (the "**Offer Opening**"). Within five (5) business days of the Offer Opening, the State will either (i) select a buyer that has submitted an Offer Package that DGS, in its sole and absolute discretion, has determined to be in the best interests of the State, or (ii) reject any or all Offer Packages. The State will return the Deposit Checks, without interest, to all interested parties that are not selected.



State's Reserved Rights:

- a. To reject any or all Offer Packages;
- b. To waive any informality or irregularity in the Offer Packages;
- c. To accept any Offer Package deemed to be in the best interest of the State;
- d. To amend or withdraw this Request for Written Offers at any time; and
- e. To negotiate terms and conditions with the Selected Buyer.
- f. To accept back-up offers and negotiate terms and conditions with back-up offers should the State and the Selected Buyer not reach agreement.

In the event of cancellation of sale, and/or rejection of all Offer Packages, the Deposit Checks shall be returned, without interest, to all interested parties.

C. EXECUTION OF PSA AND DUE DILIGENCE

After State's selection of the Selected Buyer for negotiations, State will prepare and deliver to the Selected Buyer a formal PSA for the Property. The Selected Buyer will have ten (10) business days from the date they receive the State's PSA to execute and deliver the PSA to the State. Upon execution of the PSA, the deposit shall be increased to ten (10%) percent of the purchase price (the "**Additional Deposit Amount**"). Selected Buyer shall deliver the Additional Deposit Amount in accordance with the terms of the PSA. After execution of the PSA by the State, the Selected Buyer shall have no more than sixty (60) calendar days in which to complete all due diligence investigations and/or studies and thirty (30) calendar days thereafter to close escrow.



QUESTIONS:

The State will only respond to written questions regarding this Request for Written Offers or the Property. Questions must be submitted in writing by email to **terry.todd@dgs.ca.gov** prior to **October 19, 2015**. The State will post answers to all questions from interested parties without attribution to the interested party posing the question(s) on the Property Web Page at the following URL:

<http://www.dgs.ca.gov/resd/Home/SurplusPropertyForSaleHomepage/SanMarcosForestFireStation.aspx>

UPDATES:

From time to time on an as-needed basis, the State may update this Request for Written Offers. Interested parties are encouraged to check the Property Web Page for any updates. Failure to periodically check the Property Web Page will be at the interested party's sole risk.

OFFER FORM

Sealed Written Offer – San Marcos FFS-SSL# 894
State of California
Department of General Services
Asset Management Branch
Attn: Terry Todd, Project Manager
707 3rd Street, 5th Floor, MS-501
West Sacramento, CA 95605

RE: 236 Pico Avenue, San Marcos, CA

The undersigned ("Offeror") hereby offers a total of:

_____ Dollars (\$_____.00)

for the purchase of the property described in this brochure and referenced above. Attached is a Certified Check Cashier's Check Money Order payable to the "State of California, Department of General Services" in the amount of Twenty Thousand and No/100 US Dollars (\$20,000.00).

Proposed Due Diligence: (Attach extra sheets if necessary)

1. _____
2. _____
3. _____
4. _____

Conditions to Closing: (Attach extra sheets if necessary)

1. _____
2. _____
3. _____
4. _____

Acceptance of the Offeror's proposed Offer by the State shall be contingent upon the State executing and delivering to Offeror a fully executed purchase and sale agreement containing terms and conditions acceptable to the State. If the State is unable to negotiate a formal purchase and sale agreement containing terms and conditions acceptable to the State within the timeframes outlined within the brochure referenced above, the proposed Offer shall be deemed rejected by the State and the State and Offeror shall have no further obligations or rights to one another.

OFFEROR:

NAME OF PROPOSED BUYER

DATE

STREET ADDRESS

PHONE NUMBER

CITY

STATE

ZIP CODE

EMAIL ADDRESS

AUTHORIZED SIGNATURE

ATTACH COVER LETTER AND FINANCIAL INFORMATION