

Form of Offer

Date

Mary Carlson
City of San Diego
REAL ESTATE ASSETS DEPARTMENT
1200 Third Avenue, MS-51A
San Diego, CA 92101

RE: SPANISH REVIVAL STYLE HOME STRUCTURE(S)

Dear Ms. Carlson:

This offer sets forth the general terms and conditions by which (Buyer's name) would be willing to purchase the Spanish Revival Style Home Structure(s) from the City of San Diego, subject to more specific and additional terms and conditions which would be contained in a Purchase & Sale Agreement to be agreed upon by CITY and Buyer.

1. Buyer Name/Address: Indicate Buyer's full name and address.
2. Structures: Indicate if Buyer wishes to acquire one or both structures:
 - Copley House: constructed in 1929, approx 1,129 SF, 2 bedrooms, 1 bathroom.
 - Collier House: constructed in 1931, approx 2,773 SF, 4 bedrooms, 2 bathrooms.
3. AS-Is Condition of Structures: The Structure(s) will be sold AS-IS, where is, with all faults. The Structure(s) have been removed from their foundations, divided into 2 and 6 segments each, and are on trailers for transportation by Buyer to permanent locations.
4. Treatment Plan: Buyer has received and read the "Treatment Plan for the Relocation of 2544 Collier Avenue and 2746 Copley Avenue prepared by IS Architecture, dated March 2014" (Treatment Plan"), and agrees to perform the rehab in accordance with Secretary of the Interior's Standards.

5. Asbestos & Lead Report: Buyer has received and read the Asbestos and Lead Inspection Report dated December 11, 2013 written by City of San Diego's Environmental Services Department.
6. Purchase Price: Indicate the price that Buyer is willing to pay for the Structure(s).
7. Covenant to Restore the Structures: Buyer, at its sole cost and expense, shall restore the Structure(s) according to the Treatment Plan.
8. Receiver Site(s) Location: Identify the location where the Structure(s) will be placed ("Receiver Site" location).
9. Moving Plan: Provide moving plan, transportation route and cost estimate for moving the Structure(s).
10. Cost Estimate for Rehab: Provide a preliminary cost estimate for rehabilitation of the Structure(s).
11. Time-Line for Rehab: Buyer shall have [REDACTED] days to complete the rehabilitation.
12. Due Diligence Period: Buyer shall have [REDACTED] days to conduct visual observations, inspections, environmental studies, surveys, and other examinations to determine the feasibility of purchasing the Structure(s) ("Due Diligence Period").

During the Due Diligence Period Buyer, at Buyer's sole cost and expense, will be required to obtain a Preliminary Review and Cycle Issues Report (or equivalent) from the jurisdiction where the Structure(s) will be placed. Buyer is responsible for understanding the jurisdiction's building requirements for relocation/re-construction.

Among other things, the purpose of the Preliminary Review and Due Diligence Period is to determine the suitability of Buyer's property to accommodate the Structure(s) and to allow Buyer an opportunity to understand the requirements for re-construction, including, but not limited to, structural, mechanical, electrical codes, and associated costs.

At the end of the Due Diligence period, Buyer will take possession of the Structure(s) within [REDACTED] business days.

13. Financial Statement: Documentation showing financial capability to rehab the Structure(s) in compliance with Secretary of Interior Standards.
14. Reps and Warranties: No representations or warranties are made by the City regarding the suitability of the Structures for any purpose. Neither the City, nor the San Diego City Council is obligating itself to Buyer or any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to the development, occupancy, use, or maintenance of the Structures.
15. Expiration Date: This Offer is valid until (indicate date that Offer expires).

This Offer is not intended as and does not constitute a binding agreement by either party, and is not an agreement by any party to enter into a binding agreement, but is merely intended to propose some of the terms and conditions of a potential transaction. Neither party may claim any legal rights against the other party by reason of their signing of this Offer or by taking any action based on the contents of this Offer. Each party fully understands that neither party will have any legal obligations to the other, or with respect to the proposed transaction, unless and until all of the terms and conditions of the proposed transaction have been negotiated, agreed to by the parties and set forth in a written agreement which has been signed and delivered by both parties.

Please note that information submitted to the City of San Diego is subject to the California Public Records Act and may be viewed by third parties upon request.

Sincerely,

Buyer's name, phone number and signature