

Request for Written Offers Presented by the California Department of General Services

Surplus State Owned Building
Brawley Armory
September 3, 2020

INTRODUCTION:

The State of California, Department of General Services (referred to herein as “**State**” or “**DGS**”) is selling the land and improvements located at 650 North Second Street, in the City of Brawley (the “**Property**”). The Property consists of an approximately 1.78 acres, irregular shaped parcel. There is a 1 story armory structure on the property with a total building footprint of approximately 10,664 square feet. The property was originally used as an armory. The property is currently unoccupied.

OPEN HOUSE DATES:

Due to COVID-19, access will not be allowed until the selected buyer is under contract.

DEADLINE FOR SEALED WRITTEN OFFERS:

All sealed written offers must be received by DGS no later than 5:00 P.M., PST on **October 16, 2020** (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) 213-3536
Email: terry.todd@dgs.ca.gov

PROPERTY DESCRIPTION:

Property Owner: State of California

Property Location: 650 North Second Street, City of Brawley CA.
Ingress and egress to the Property is from Magnolia Street.

Assessor's Parcel Number: 046-121-004

Land Area: The Property consists of an approximately ±1.78 acres, irregular shaped parcel.

Improvements: One story structure with a footprint of approximately 10,664 square feet are located on the Property.

Zoning: **The Property has a zoning designation of Public Facility (PF) District.** For additional information regarding zoning, contact the City of Brawley. **Contact the city to discuss your proposed usage, to make sure it is compatible with the zoning prior to submitting an offer.**

Utilities: Water and sewer services are provided by the City of Brawley. Electricity is provided by Imperial Irrigation District. Natural Gas is provided by Southern California Gas.

Disclosures, Representations, and Warranties:

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

<https://dgscloud.box.com/s/bd217h3u9eryz6zbrskukmd4u1so6b77>

1. **Preliminary Report** Stewart Title Company,
Order number CA0310-18019913-38, dated December 20, 2018.

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 asbestos, mold, lead-based paint, radon, or methane gas. No building, roof, termite, structural or code compliance inspections have been undertaken by the State. 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 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:

Buyer shall pay all costs associated with ownership transfer, including but not limited to transfer taxes, title insurance premiums and recording and escrow fees. In no event shall the State be responsible for any real estate brokerage commissions or other fees/costs.

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 single 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 Selected Buyer to complete all of its due diligence investigations under the PSA shall not exceed thirty (30) 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 Ten Thousand and No/10US Dollars (\$10,000.00). Unsuccessful bidder’s checks will be returned by November 3, 2020.

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 the Offer Deadline of 5:00 PM, PST on October 16, 2020 with a return address and addressed as follows:

**Sealed Written Offer – Brawley Armory SSL # 948
State of California
Department of General Services
Asset Management Branch
Attn: Terry Todd
707 3rd Street, 5th Floor
West Sacramento, CA 95605**

Hand delivered packages must be delivered to the receptionist on the 5th Floor on or before the Offer Deadline. 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; and
- 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 Offer Packages, the Deposit Checks shall be returned, without interest, to all interested parties.

C. EXECUTION OF PSA AND DUE DILIGENCE

After the State's selection of the Selected Buyer for negotiations, the 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 thirty (30) 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 by **September 30, 2020**. 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:

<https://dgscloud.box.com/s/bd217h3u9eryz6zbrskukmd4u1so6b77>

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.