

Exhibit 5: Request for Offers
REQUEST FOR OFFERS
FOR SALE
BY THE STATE OF CALIFORNIA



VICTORINE RANCH
Big Sur

and

TRANSFER OF DEVELOPMENT CREDITS

*Sealed, written offers will be opened on
Wednesday, **October 23, 2013**
At **10:00 a.m.***

*In the offices of the State Coastal Conservancy
Oakland, California*

For information, contact Christopher Kroll

(510) 286-4169/ckroll@scc.ca.gov

TABLE OF CONTENTS

Victorine Ranch, Request for Offers.....	page 3
Transfer of Development Credits, Request for Offers.....	page 10
General Conditions of Sale.....	page 11
Purchasing Procedures.....	page 12
Due Diligence.....	page 14
Escrow and Closing.....	page 15
Victorine Ranch Offer Form.....	page 17
Transfer of Development Credits Offer Form.....	page 20

California State Coastal Conservancy
1330 Broadway, Suite 1300
Oakland, California 94612
(510) 286-1015

Victorine Ranch

**** Request for Offers ****

Summary

- The California State Coastal Conservancy is offering for sale three adjacent parcels that together make up approximately 100 acres of spectacular undeveloped coastal land on the Big Sur coast at the Victorine Ranch. Victorine Ranch is a 460-acre historic ranch property that was subdivided into residential lots beginning in the late 1950s.
- The Conservancy's property consists of three legal parcels, Monterey County Assessor's Parcel Numbers 243-211-025 (11.4 acres), 243-211-026 (63.3 acres) and 243-221-019 (25.28 acres). All parcels have sweeping views of the Big Sur coastline and Pacific Ocean. They also contain potential building sites located outside of the Big Sur Critical Viewshed (see Zoning section below).
- The Conservancy will be holding an auction on **October 23, 2013**. Bids will be accepted in writing no later than 5:00 p.m. on **October 22, 2013**. (These dates are subject to change and notice of any date change will be posted in advance on the website.) Bids will be accepted for: 1) APN 243-221-019; or 2) APN 243-211-025 and APN 243-211-026. See General Conditions of Sale section below.

Site Tours

- Interested parties may tour the property prior to the submission of bids. Tours will be held by appointment only. For information regarding appointments for tours, contact Christopher Kroll at (510) 286-4169 or ckroll@scc.ca.gov. If Mr. Kroll is unavailable, contact Trish Chapman at tchapman@scc.ca.gov.

Location

- Victorine Ranch is located along the northern Big Sur coast about six miles south of Carmel-by-

the-Sea (see attached maps). It is located on the east side of State Route 1 (Highway 1). Garrapata State Park is adjacent to the property's southern boundary. Open space land owned by the County of Monterey is located north of the property. To the west is Highway 1 and then Garrapata State Beach directly west of the highway.

Physical Features

- *Orientation and Size.* The three parcels are oriented west to east. The western parcel (Monterey County Assessor's Parcel No. 243-221-019) is approximately 25.28 acres, the middle parcel is approximately 11.4 acres (APN 243-211-025) and the eastern parcel (APN 243-211-026) is approximately 63.3 acres.
- *Access.* The property is accessed via Victorine Ranch Road, a private road, which has direct access to Highway 1. Access is controlled by an electric gate. An unpaved driveway connects the road with the western parcel. Should the western parcel be sold separately from the middle and eastern parcels, the driveway access will have to be extended across the western parcel to provide access to the middle and eastern parcels. An easement for this purpose will be required across the western parcel (APN 243-221-019). A legal description and map of the area encompassed by this access easement have been prepared (see Easements below).
- *Terrain.* The property is located primarily on a western facing slope with views of Soberanes Point, Garrapata State Park, and the Pacific Ocean. The parcels include areas that are relatively flat and gently sloped and are likely suitable for building sites. The western parcel is situated along the eastern boundary of Highway 1 and ranges in elevation from approximately 80 feet to 360 feet above mean sea level (msl). The western and middle parcels consist primarily of a level to moderately sloping coastal terrace with open grassland and coastal scrub vegetation. The eastern parcel extends eastward ranging in elevation from approximately 240 feet to 1,400 feet above msl at the ridgeline, then descending to the bottom of Malpas Creek. This parcel is generally steeper but also contains a mix of mostly coastal scrub and coastal grassland. A small drainage occurs near the northern property boundary.

Zoning and Allowed and Restricted Uses of the Property

- *Zoning.* The property is located within the California Coastal Zone and zoned Watershed/Scenic Conservation (WSC(CZ)) with a minimum lot size of 40 acres.
- *Allowed Uses.* The property may be used for residential development, wildlife habitat enhancement, grazing, and limited other uses consistent with the Conservation Easements, Access Easement and Offer to Dedicate to be retained by the Coastal Conservancy.
- *Restricted Uses.* The Monterey County Local Coastal Program (LCP), and specifically the Big Sur Land Use Plan portion of the LCP, contains various provisions regarding sensitive habitats, visual resources, and hazards that could affect potential uses of portions of the property. Many

of these restrictions have been incorporated into the Conservation Easements to be retained by the Coastal Conservancy. In particular, no development is allowed within the Big Sur Critical Viewshed. A significant portion of the property is within the Critical Viewshed.

Easements

- The Coastal Conservancy will retain a conservation easement over both the western parcel and the eastern/middle parcels that will forbid certain uses of the property that would adversely affect the property's natural or scenic resources. Specifically prohibited uses will include, among others, any development visible from Highway 1 or other major viewing area consistent with the viewshed policies in the Big Sur Coast Land Use Plan, activities that would adversely affect threatened or endangered species or their habitat or riparian habitat, commercial or industrial uses, and surface mining. A complete copy of the easements to be retained is available from the Coastal Conservancy upon request and can be viewed at the property's website, <http://victorineranch.scc.ca.gov/>
- The Coastal Conservancy will retain a public access trail easement over the eastern parcel (APN 243-211-026). A complete copy of the easements to be retained is available from the Coastal Conservancy upon request and can be viewed at the property's website, <http://victorineranch.scc.ca.gov/>.
- The winning bidder for the western parcel (APN 243-221-019) will be required to record at closing an Irrevocable Offer to Dedicate a Public Access Trail Easement (OTD) against the property benefiting the State of California. The OTD is required pursuant to Coastal Development Permit number PLN020562. The OTD allows for a section of the California Coastal Trail to be routed across the lower reaches of the property. A complete copy of the OTD to be recorded at closing is available from the Coastal Conservancy upon request and may be viewed at the property's website, <http://victorineranch.scc.ca.gov/>.
- If the winning bidder for the western parcel (APN 243-221-019) is a different person/entity than the winning bidder for the other two parcels, title to APN 243-221-019 will be subject to a non-exclusive 20-foot wide road and utility easement in favor of the owner of the two adjacent Victorine Ranch parcels for ingress and egress across APN 243-221-019 from the existing Victorine Ranch Road to APN 243-211-025. In this circumstance, at, and as a condition to, closing, the winning bidder for APN 243-221-019 will be required to record a grant of easement. The Conservancy will provide the form of the grant of easement; a legal description and map of the area subject to this access easement is currently available from the Coastal Conservancy on request and may be viewed at the property's website, <http://victorineranch.scc.ca.gov/>.

Neighboring Properties

- Most of the property is surrounded by undeveloped open space. The Victorine Ranch

subdivision is a small residential area adjacent to the property's northwest boundary. The property is bordered by Garrapata State Park on the south, and open space land owned by the County of Monterey to the north. To the west is Highway 1 and then Garrapata State Beach directly west of the highway. The views from the property to the ocean, therefore, are well protected.

Water Availability

- The property is located within the Victorine Ranch Mutual Water Company (VRMWC) service area. The property was allocated a total of four water connections, one water connection for each primary residence that is constructed on the existing parcels and one additional water connection for any legal lot that may be created. Water service is provided by the VRMWC at actual cost plus necessary expenses to the purchaser.
- The VRMWC stands ready to issue shares in the VRMWC upon demand by the purchaser of the property. There are no preconditions or impediments to such issuance except demand by the purchaser and those set forth in the corporate Bylaws and the Subscription Agreement. These documents can be viewed at the property's website, <http://victorineranch.scc.ca.gov/>
- Water use is for domestic purposes. These include household use for one single family residence and accessory structure (barn, garage, guest house or senior citizen unit), residential landscaping and gardening purposes, swimming pools, and for livestock, pasture and crop irrigation. In the event of a water shortage domestic uses have priority over livestock uses and livestock uses have priority over crop uses, and crop uses shall have priority over pasture uses.
- Entitled to Reasonable Use. The owner of each parcel is entitled to the reasonable use of water. In the event of a water supply shortage each parcel is entitled to the first 250 gallons/day (including up to 4 parcels within the Victorine Ranch should another parcel be created). Should there be excess water after the initial allotment, the owners have secondary rights to the reasonable use of that water.
- The eastern parcel (APN 243-211-026) may have riparian water rights to Malpaso Creek that flows along the north western property boundary and also to the intermittent creek that flows through the valley on the western side of the property into Malpaso Creek.

Hazardous Materials

- Although the Coastal Conservancy is unaware of any hazardous contamination of the property, the parcels are being sold "as is," without warranty as to toxic materials.

Endangered Species

- No threatened or endangered plant or animal species have been found on the site. However, patches of seacliff buckwheat (*Eriogonum parvifolium*) which serves as a host plant for the federally-endangered Smith's blue butterfly (*Euphilotes enoptes smithii*) are located on the property. Therefore, it is likely that Smith's blue butterfly can be found on the property. Federally-endangered Yadon's rein orchid (*Piperia yadonii*) may also be found on the property. There are a number of special status species and natural communities found on the property. The baseline biological assessment can be viewed at the property's website, <http://victorineranch.scc.ca.gov/>

Title Exceptions

- Title exceptions are included in a preliminary title report for the Coastal Conservancy's Victorine Ranch property dated December 1, 2010. This preliminary title report, or a more recent report if available, is available from the Coastal Conservancy upon request and may be reviewed by interested parties at the property's website, <http://victorineranch.scc.ca.gov/>. Further investigation of the title exceptions shall be the sole responsibility of the buyer.

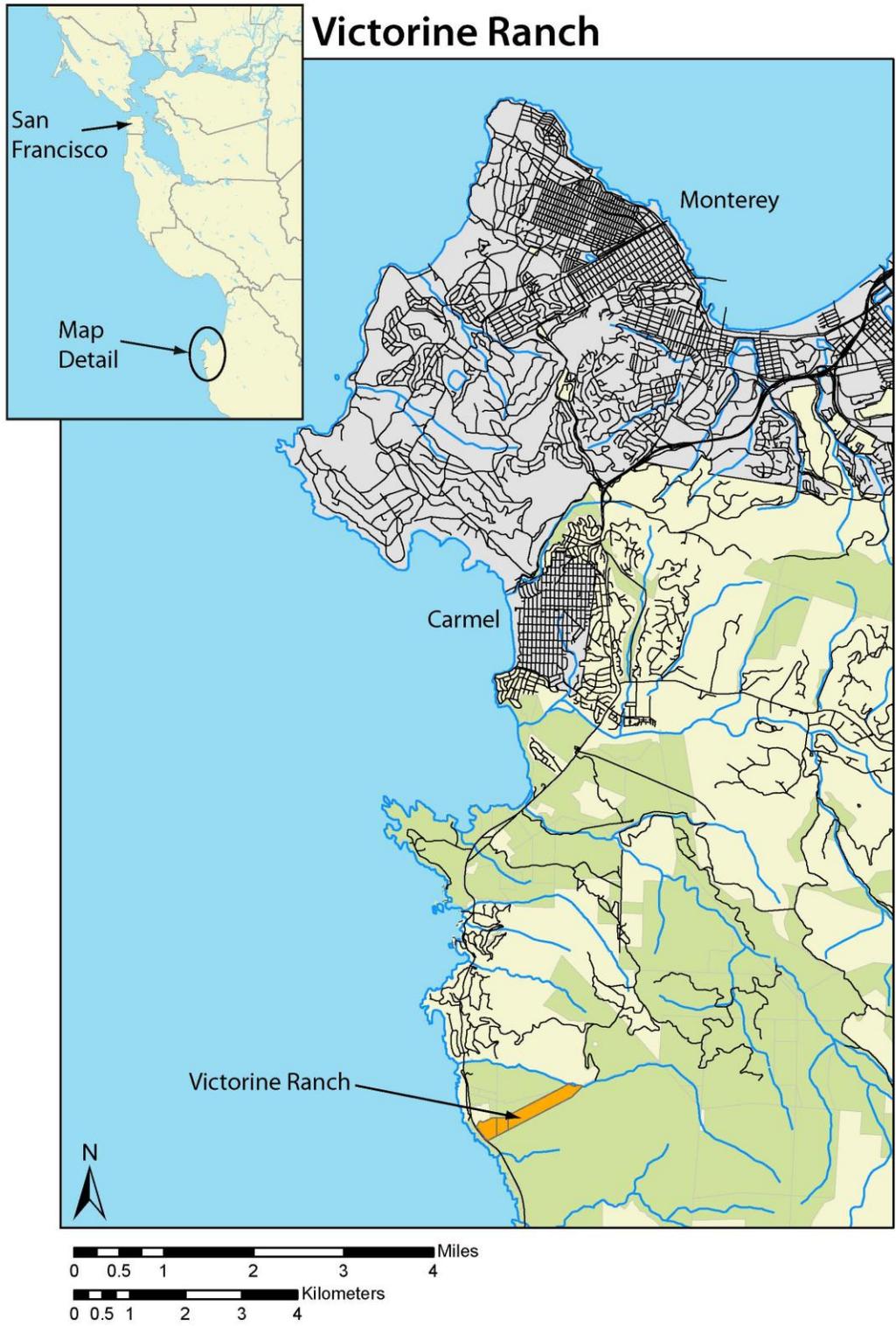
Appraisal

- In an appraisal report dated March 20, 2011, the western parcel (APN 243-221-019) was valued at \$2,800,000 and the former eastern parcel (consisting of APNs 243-211-025 and 243-211-026) was valued at \$3,200,000 prior to discovery and perfection of a third legal parcel. The appraisal will be made available to the successful offeror during sale negotiations.

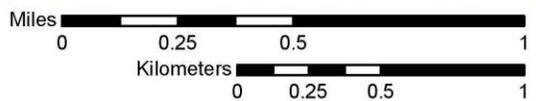
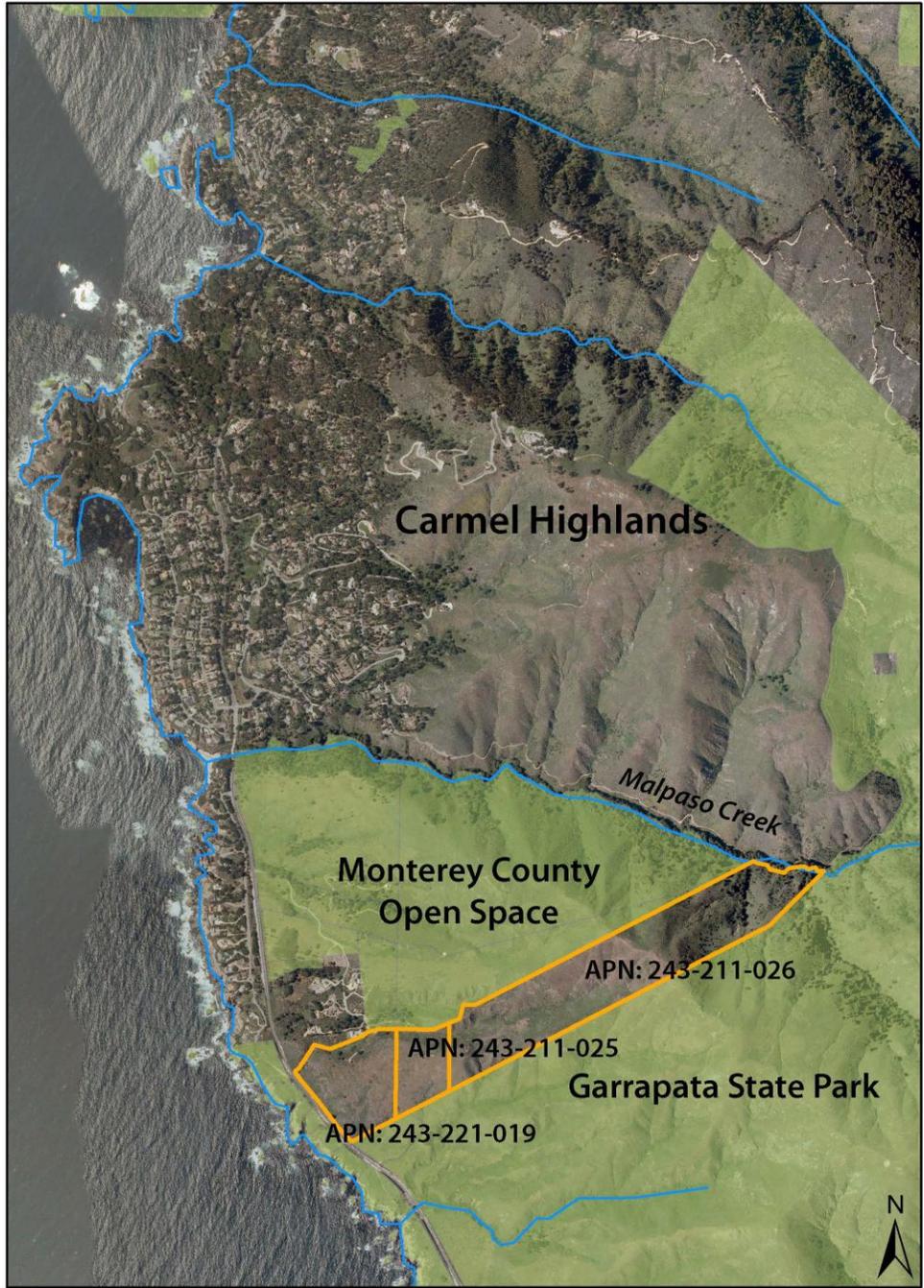
Conservancy Interest

- The Coastal Conservancy's Victorine Ranch property was acquired pursuant to the authority of Public Resources Code Section 31200.
- The Coastal Conservancy's purpose for selling the property is for financial return and completion of the Big Sur restoration Plan adopted by the Conservancy on March 21, 1985, in accordance with the certified Monterey County Big Sur Local Coastal Program.

The information presented above was obtained and prepared by Coastal Conservancy staff and consultants from sources deemed reliable, but the Coastal Conservancy makes no representation as to its accuracy or completeness. It is furnished solely as an aid to interested parties.



Victorine Ranch



**California State Coastal Conservancy
1330 Broadway, Suite 1300
Oakland, California 94612
(510) 286-1015**

Transfer of Development Credits (Monterey County)

**** Request for Offers ****

Summary

- The California State Coastal Conservancy is offering for sale two Transfer of Development Credits (each a “TDC”, collectively “TDCs”). Subject to Chapter 20.64.190 of the Monterey County Zoning and Coastal Implementation Plan, these TDCs can be used to develop residential buildings at receiver sites within the Big Sur Coast Land Use Plan area. Bids will be accepted for one or both TDCs.
- The Conservancy will be holding an auction on **October 23, 2013**. Bids will be accepted in writing no later than 5:00 p.m. on **October 22, 2013**. (These dates are subject to change and notice of any date change will be posted in advance on the website). Bids will be accepted for one or both TDCs.

Transfer of Development Credits

- The Monterey County TDC program is intended to provide opportunities for development rights to be transferred from “donor sites” whose development rights are restricted by the viewshed policies of the Big Sur Coast Land Use Plan of Monterey County’s Local Coastal Program to other sites that can serve as “receiver sites.” The creation, nature and use of TDCs under the County TDC Program is currently governed by Chapter 20.64.190 of the Monterey County Zoning Coastal Implementation Plan.
- In 1988, the Monterey County Planning Commission approved a Coastal Development Permit (Resolution No. 88-140), on application of the Coastal Conservancy, designating the Kasler Point Parcel, then owned by the Conservancy, as a “donor site”, creating two transferable development credits in favor of the Conservancy, and retiring the parcel as a buildable parcel.
- The Conservancy will hold an auction for the two TDCs that were derived from the Kasler Point Parcel and are held by the Conservancy. Under Chapter 20.64.190, the two TDCs may be used for development of residential buildings on a receiver site approved by Monterey County.

**GENERAL CONDITIONS OF SALE
VICTORINE RANCH & TDCs**

Offers to purchase must be for cash only. All offers are subject to the following general conditions and procedures:

- **Minimum Expected Bid.** Victorine Ranch: Bids will be accepted for 1) APN 243-221-019 (western parcel), minimum expected bid is \$1,700,000; 2) APNs 243-211-025 and 243-221-026 (middle and eastern parcels), minimum expected bid is \$2,200,000. Offerors may submit two separate bids for all three Victorine Ranch parcels (one bid for the western parcel and one for the middle and eastern parcels) and include a contingency that each offer is contingent on securing all three parcels. TDCs: Bids will be accepted for one or both TDCs, with a minimum expected bid for each TDC of \$50,000.
- **Cash Sale.** The Coastal Conservancy will consider offers made on a cash basis only.
- **"As Is" Sale.** Victorine Ranch: The property is being sold by the State of California "as is," without warranty as to title or as to the existence, release or contamination by any hazardous material or substance or other toxic materials of any type or as to the condition of the property or as to any development rights. By submitting an offer, the offeror acknowledges that offeror would purchase the property solely in reliance on offeror's own investigation, and that no representations or warranties of any kind whatsoever, expressed or implied, have been made by the State of California, its agents or employees. Offeror specifically releases the State and its agents and employees from any obligation to investigate the property or to apprise offeror of any conditions that such an investigation would reveal. Offeror further acknowledges that prior to submitting an offer, offeror should make himself or herself aware of all zoning regulations, other governmental requirements, site and physical conditions, marketability or condition of title, and other matters affecting the use and condition of the property, and agrees to purchase the property in the condition that it is in at the close of escrow. Local planning agencies and utility companies should be contacted directly for additional information concerning zoning or development potential. While the State is not aware of the presence of any toxic materials on the property, should any exist, the successful offeror shall be solely responsible for their removal. TDCs: The State of California does not provide any warranty or promise regarding the validity, use or marketability of the TDCs. Offeror acknowledges that prior to submitting an offer, offeror should make himself or herself aware of all zoning regulations and other governmental requirements relating to the validity, use and marketability of the TDCs and any other matters affecting the use and nature of the TDCs.
- **Closing Costs.** The successful offeror will be required to bear all costs associated with the transaction including, but not necessarily limited to, escrow and recording fees, documentary transfer taxes, and, if title insurance is desired, the premium thereon.
- **Commissions.** Offers submitted through licensed real estate brokers must include a statement

of any real estate commission to be paid the procuring broker that is included in the amount of the stated offer. In determining the highest offer, the Conservancy will deduct the real estate commission, if it is included in the offer, from that offer and use the net amount of the offer in determining the highest offer among those submitted.

PURCHASING PROCEDURES VICTORINE RANCH & TDCs

- **Offer Submission.** Offers must be submitted in writing in a sealed envelope clearly marked "Sealed Bid-VR" or "Sealed Bid-TDC," as applicable, to the Coastal Conservancy headquarters office at 1330 Broadway, 13th Floor, Oakland, CA 94612. Offers must be received by the Coastal Conservancy **prior to 5:00 p.m. on October 22, 2013.** (This date is subject to change and notice of any date change will be posted in advance on the website.)

Offers must be submitted on the attached offer forms (Victorine Ranch or TDC) and include the following information:

- The name and nature of the entity submitting the offer (e.g., individual, limited partnership, corporation)
 - Contact person
 - Mailing address/email address
 - Phone number
 - Terms and conditions of offer
 - Authorized signature
 - Date
- **Earnest Money Deposit.** Bidders for a Victorine Ranch parcel or parcels must submit to the Conservancy, along with the bid, an earnest money deposit in the form of a certified check or cashier's check payable to the State Coastal Conservancy. The earnest money deposit for an offer on Victorine Ranch (or portion thereof) shall be in the amount of **fifteen thousand dollars (\$15,000)**; the earnest money deposit for an offer on the TDCs (or one of them) shall be in the amount of **two thousand five hundred dollars (\$2,500)**.
 - **Forfeit of Deposit.** *If the successful offeror fails to complete the purchase of the property or the TDCs in accordance with the terms of the accepted offer and this Request for Offers and with the terms hereof, the deposit will be forfeited and retained by the State as liquidated damages, and the offeror shall forfeit all rights hereunder.*
 - **Offer Opening.** All offers will be opened on **October 23, 2013 at 10:00 a.m.** in the offices of

the Coastal Conservancy at 1330 Broadway, Suite 1300, Oakland, California. (This date is subject to change and any date change will be posted in advance on the website.)

- **Review of Submitted Offers.** Following the opening of the sealed bids, the Coastal Conservancy staff will convene in private to review the submitted offers and to determine: (1) whether proposed conditions or contingencies of any offers would be acceptable to the Coastal Conservancy; and (2) the high bid received in accordance with the terms of the Requests for Offers and acceptable contingencies and (3) whether an oral auction will be held (see below). The determination of the staff of the Coastal Conservancy regarding these matters will be announced to the public at 1:30 p.m. on October 23, 2013 in the Coastal Conservancy offices at the above address. (This date is subject to change and any date change will be posted in advance on the web site.) **Bids without contingencies will be considered superior to contingent or conditional bids.**
- **Rejection of Bids.** The State reserves the right to reject any or all offers and to waive any informality or irregularity in any offer, and to accept any offer deemed to be in the best interest of the State.
- **Oral Auction.** The Coastal Conservancy staff may, upon review of all the bids received, elect to conduct an oral auction after the public opening of the written offers, in order to receive oral offers in excess of the highest responsible written offer. **Participation in the oral auction will be limited to parties that have submitted written bids in accordance with the Request for Offers, and who submit an earnest money deposit as described above.** Should the Coastal Conservancy staff elect to conduct an oral auction, the auction will be held on October 23, 2013, the same day the sealed bids are opened, at 2 pm. Bids will be accepted at the oral auction subject to the terms of the Request for Offers, and allowing only those contingencies that the Coastal Conservancy staff has announced to be acceptable following its review of the written bids. Once the bidding is closed, the Coastal Conservancy staff will immediately announce whether the high bid received will be recommended for approval by the Executive Officer of the Coastal Conservancy. The oral auction is subject to date change and any change will be posted in advance on the website or announced following review of submitted written offers (see above).
 - **Refund of Deposit.** Upon acceptance of a bid by the Coastal Conservancy, unsuccessful offerors will have their deposits returned. If unsuccessful offerors wish to remain in a position behind the successful offeror, their deposits must remain with the Coastal Conservancy until the purchase is completed with a successful offeror.
- **Acceptance of Bid.** Acceptance of any bid by Conservancy staff is subject to the subsequent approval of the Conservancy, through its board, at a duly scheduled and noticed meeting of the Conservancy and the approval of the California Department of General Services (DGS). Upon approval by the Conservancy of acceptance of the highest bid, the earnest money deposit will be deposited to escrow when opened (see below) and applied to the purchase price of the property or the TDC(s). The buyer shall make an additional deposit to escrow (see below) after the end of the due diligence period (described below) and no later than 5 days after opening escrow. The amount of the additional deposit for an offer on Victorine Ranch (or portion thereof) or on

the TDCs will be an amount sufficient to bring the buyer's total deposit to 3% of the purchase price. The balance of the purchase price must be deposited to escrow within 90 calendar days of opening of escrow. **All deposits will be forfeited as liquidated damages if the buyer fails to close escrow.** At the close of escrow, the State's Grant Deed for Victorine Ranch (or portion thereof) or appropriate instrument for the TDCs will be delivered to the successful offeror.

- **Acknowledgement.** The Executive Officer of the Coastal Conservancy has the authority to select and accept the successful offer. However, Buyer hereby acknowledges that sale of the property is subject to the approval of the Coastal Conservancy and the Director of the Department of General Services, and that these approvals must be obtained by the Coastal Conservancy prior to entering into a purchase agreement.
- **No Acceptable Bids.** In the event that no acceptable offers are received, Coastal Conservancy staff may submit counter-offers to persons previously submitting offers. In the event that the successful bidder fails to complete the purchase, the Coastal Conservancy staff may renegotiate with the other parties that submitted written bids, and/or continue to market the property until a sale is achieved.

DUE DILIGENCE VICTORINE RANCH & TDCS

- **Due Diligence Period.** The Due Diligence inspection period shall begin on the day the buyer receives written notification from the Executive Officer (which may be by email) that the buyer's bid will be submitted to the Coastal Conservancy and the State Department of General Services for approval and acceptance. The Due Diligence period will continue for 30 days. Buyer may waive all or a portion of the Due Diligence period by informing the Coastal Conservancy of such waiver **in writing**.
- **Buyer's Inspection of Property.** It is the responsibility of the buyer to undertake any investigations he or she deems necessary in connection with the condition of the property or the nature, validity, marketability and use of the TDCs and the appropriateness of the property or TDCs for the buyer's intended use. The buyer may waive all or a portion of the due diligence period by informing the Coastal Conservancy of such waiver in writing. The buyer shall agree to and warrant, or by failure to do so shall have waived any rights to do so hereunder, that at the close of escrow he or she will have investigated the conditions and suitability of all aspects of the property and all matters affecting the value, including, but not limited to, the following:
 - **Governmental Requirements and Limitations.** Availability of required governmental permits, inspections, certificates, or other determinations affecting the property. Any limitations, restrictions, zoning, building size requirements, or other requirements affecting the current or future use of development of the property or use of the TDCs.

- **Water and Utilities, Well Systems and Components.** Availability, adequacy and conditions of public or private systems.
 - **Geologic Conditions.** Geologic and seismic conditions, soil stability and suitability, and drainage.
 - **Matters of Record.** Covenants, conditions and restrictions, deed restrictions, easements, liens and other title encumbrances of record.
 - **Other Matters.** Any and all matters such as availability of suitable infrastructure, assessment or other special service districts, and soil or other conditions of the property or the TDCs not herein listed, which are or may be pertinent to the buyer's purpose for acquiring the property.
- **Buyer's Inspection Notification Requirement.** Prior to entry on the property, the buyer must obtain a "right of entry" from the Coastal Conservancy staff. The buyer shall provide written notice of the nature and scope of the inspection(s), identity of the contractor(s) or entity(ies) conducting the inspections. Subject to the terms of the "right of entry," the buyer, its representatives, authorized agents or contractors, may enter the property to make such inspections, provided the select party keeps the property free of liens, and repairs all damage to the property resulting from such inspections.
 - **Withdrawal of Offer.** If, based on buyer's inspection of the property or the TDCs, buyer discovers defects in the property or the TDCs that cause buyer to decide not to proceed with the purchase, buyer must deliver to the Conservancy a written withdrawal notice no later than the last day of the buyers due diligence period. The written notice shall describe such defect or defects with reasonable particularity. Failure to notify the Conservancy shall be considered approval of the property's or the TDC's condition for the buyer's intended use. If escrow shall fail to close for any reason, the buyer shall not be released from any obligation or liability until the Conservancy has received valid lien or stop notice waivers from all contractors who worked on the property at the buyer's request.

ESCROW AND CLOSING VICTORINE RANCH & TDCs

- **Opening of Escrow.** On completion of the due diligence period and no later than 10 (ten) days after notice of Conservancy approval of the acceptance, the buyer shall open an escrow account (escrow) with a title company or bank acceptable to the Conservancy for the purpose of consummating the purchase and sale and conveyance of title to the Property or interest in the TDC's in accordance with the terms of this Agreement.
- **Deposits to Escrow.** The Conservancy will deposit to escrow the initial earnest money deposit within 10 days of notice of opening of escrow. The buyer will deposit to escrow the additional

earnest money deposit within 5 days of opening of escrow. The buyer must deposit to escrow the balance of the purchase price and any additional funds required to close escrow within 90 (ninety) calendar days of acceptance by the Conservancy. Within 90 days of acceptance by the Conservancy, the Conservancy will deposit to escrow the appropriate instrument for conveyance of title to Victorine Ranch (or portion thereof) or for conveyance of the TDCs.

- **Escrow Instructions**. Either party may submit written escrow instructions to the escrow holder, provided that those instructions have been approved in writing by the other party, which approval shall not be unreasonably withheld, and further provided that the written escrow instructions are consistent with the terms of the accepted offer and with the requirements of this Request for Offers.
- **Closing of Escrow** Escrow shall close when all required deposits to escrow have been made and all other conditions of the accepted offer have been met, but in no event later than 90 days after opening of escrow. Either party may request and the other party may agree, in its sole discretion, to an extension of the time required for closing.

**VICTORINE RANCH
OFFER FORM**

Christopher Kroll
California State Coastal Conservancy
1330 Broadway, 13th Floor
Oakland, CA 94612
(510) 286-4169

Subject to the conditions in the Victorine Ranch Request for Offers (the "Request for Offers"), the undersigned hereby offers the sum of \$_____ for the purchase of a Victorine Ranch parcel or parcels ("the property") described by County of Monterey Assessor's Parcel Number(s), as follows [put a check mark next to the appropriate description and strike out the other inapplicable description]:

_____ The western Victorine Ranch parcel, consisting of one parcel (APN No. 243-221-019)

_____ The eastern Victorine Ranch parcels, consisting of two parcels (APN Nos. 243-211-025, 243-211-026)

The undersigned offers to purchase the property "as is," without reliance on any representation of seller.

TERMS AND CONDITIONS OF OFFER:

Brokerage Commission: If a real estate brokerage commission is to be deducted from the amount offered for the property, the amount of that commission is as follows: \$_____.

Earnest Money Deposit: For an offer to be considered, the offeror must submit to the Coastal Conservancy, along with the offer, an earnest money deposit in the amount of fifteen thousand dollars (\$15,000) in the form of a certified check or cashier's check payable to the State Coastal Conservancy. Upon acceptance of the highest bid, the successful offeror's deposit will be applied to the purchase price and all other deposits will be returned to the unsuccessful offerors.

If the successful offeror fails to complete the purchase of the property in accordance with the

terms hereof, the deposit will be forfeited and retained by the State as liquidated damages, and the offeror shall forfeit all rights hereunder. The offeror agrees that damages, in the event of failure to complete the purchase, would be difficult to ascertain, and that such sum represents a reasonable attempt to ascertain what such damages would be.

Initial Here:

Offeror

SCC

Offer must be enclosed in sealed envelope clearly marked "Sealed Bid-VR."

Offer opening is 10 a.m. on Wednesday, October 23 at 1330 Broadway, 13th Floor Oakland, CA 94612

Name of Offeror (print or type):

Type of entity (if not individual):

Contact Person:

Mailing Address:

Email Address:

Phone:

Date:

Authorized Signature

Name: _____

Title: _____

**TRANSFER OF DEVELOPMENT CREDITS
OFFER FORM**

Christopher Kroll
California State Coastal Conservancy
1330 Broadway, 13th Floor
Oakland, CA 94612
(510) 286-4169

Subject to the conditions in the Transfer of Development Credits Request for Offers (the "Request for Offers"), the undersigned hereby offers the sum of \$_____ for the purchase of _____ [insert the number of TDCs to which this offer applies – “one” or “two”] Transfer of Development Credit(s) ("TDC(s)") as described in the Request for Offers.

The undersigned offers to purchase the TDC(s) "as is," without reliance on any representation of seller.

TERMS AND CONDITIONS OF OFFER:

Brokerage Commission: If a real estate brokerage commission is to be deducted from the amount offered for the property, the amount of that commission is as follows: \$_____.

Earnest Money Deposit: For an offer to be considered, the offeror must submit to the Coastal Conservancy, along with the offer, an earnest money deposit in the amount of two thousand five hundred dollars (\$2,500) in the form of a certified check or cashier's check payable to the State Coastal Conservancy. Upon acceptance of the highest bid, the successful offeror's deposit will be applied to the purchase price and all other deposits will be returned to the unsuccessful offerors.

If the successful offeror fails to complete the purchase of the TDCs in accordance with the terms hereof, the deposit will be forfeited and retained by the State as liquidated damages, and the offeror shall forfeit all rights hereunder. The offeror agrees that damages, in the event of failure to complete the purchase, would be difficult to ascertain, and that such sum represents a reasonable attempt to ascertain what such damages would be.

Initial Here:

Offeror

SCC

***Offer must be enclosed in
sealed envelope clearly marked
"Sealed Bid-TDC."***

***Offer opening is 10 a.m. on
Wednesday, October 23 at
1330 Broadway, 13th Floor
Oakland, CA 94612***

Name of Offeror (print or type):

Type of entity (if not individual):

Contact Person:

Mailing Address:

Email Address:

Phone:

Date:

Authorized Signature

Name: _____

Title: _____