

[DRAFT WITH PROPOSED CHANGES]

**STATE COASTAL CONSERVANCY
VICTORINE RANCH COASTAL RESTORATION PROJECT**

"CRAVEN-NATION PROPERTY" DISPOSITION/IMPLEMENTATION PLAN

The State Coastal Conservancy intends to sell State-owned property that it administers on the Victorine Ranch in coastal Monterey County. Based upon the Conservancy Staff Recommendation of March 23, 2000 and findings of the Conservancy adopted pursuant thereto, the Director of the Department of General Services is requested to sell Monterey County Assessor's Parcel Numbers **243-211-01725, 243-211-026** and 243-221-019, known as the "Craven-Nation Property" and located in the Victorine Ranch subdivision approximately nine miles south of the City of Carmel, Monterey County. The Coastal Conservancy also intends to sell two Transferable Development Credits (TDCs) that may be used to create additional parcels on the Craven-Nation property or elsewhere in areas subject to the Monterey County Local Coastal Plan (LCP).

The entire Conservancy-administered property ("the property") consists **of two three** undeveloped parcels containing approximately 100 acres. This property disposition plan is necessary to implement the Big Sur Coastal Restoration Plan and sale of the Craven-Nation property as authorized by the Conservancy on March 23, 2000, pursuant to Public Resources Code Section 31107 and 31200-31215.

The Coastal Conservancy will sell the property and two (2) Transferable Development Credits (TDC's) to the best responsible offer received and accepted by the Conservancy pursuant to procedures detailed below. The property will be conveyed together with all appurtenant easements and rights to obtain water service from the Victorine Ranch Mutual Water Company through the purchase of up to four shares in the Mutual Water Company. These shares may be purchased pursuant to the terms contained in "Victorine Ranch Mutual Water Company Articles and Bylaws" and the "Victorine Ranch Mutual Water Company Subscription Agreement." The Subscription Agreement, entered into by and between the Mutual Water Company and owners of properties within its service area, is memorialized in a document recorded on December 22, 1995, at Reel 3315, Page 541 of Monterey County Official Records.

The Coastal Conservancy will reserve an easement for purposes of natural resource conservation over those portions of the property clearly lying within the Critical Viewshed established by the Monterey County LCP Big Sur Land Use Plan, and on which environmentally sensitive habitat is found and an easement for public access on a trail connecting Garrapata State Park with County property.

The terms of the property disposition are specified below.

Specific Terms of Transfer

I. Request for Offers (RFO)

Conservancy staff will prepare a "Request for Offers" containing the following:

- A. A description of the subject real property;
- B. A description of the conservation and access easements to be reserved by the Conservancy;
- C. A statement that the property was acquired pursuant to the authority of Public Resources Code Section 31200;
- D. A statement that the Conservancy's purpose for disposing of 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;
- E. A statement that the property is being sold "as is" without warranty as to title or as to toxic substances;
- F. A statement of the specific minimum requirements for any offer to be considered by the Conservancy, including refundable earnest money deposit and other items as may be appropriate;
- G. A statement of the date by which sealed offers must be received by the Conservancy;
- H. A statement that offers are to be submitted in writing to the headquarters offices of the State Coastal Conservancy;
- I. A statement that written offers received will be opened publicly by the Executive Officer of the Conservancy (or his designee) at 10:00 a.m. on the next working day following the last date for receipt of written offers;
- J. A statement that after the public opening of the written offers, oral offers in excess of the highest responsible written offer will be received by the Conservancy at its headquarters from those who had submitted responsible written offers;
- K. A statement that the Executive Officer of the Conservancy has the authority to select and accept the successful offer, subject to approval by the Conservancy and the Director of the Department of General Services; and

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- L. A statement that the Conservancy reserves the right to reject all offers submitted.

Conservancy staff will submit the completed RFO to the Department of General Services for its review and comment.

II. Advertising

A. Publication.

1. The Conservancy will advertise the sale of the property at least once a week for at least two consecutive weeks prior to the opening of offers, in newspapers of general circulation published in the following locations:
 - a. The county in which the property is located;
 - b. The general geographic region in which the property is located;
 - c. The major metropolitan centers of the State.
2. The Conservancy may advertise the sale of the property in other publications as deemed appropriate by staff.

B. Mailing. The RFO shall be mailed to any potential offeror known to the Conservancy.

C. Posting. Notice of the sale and contact for additional information shall be posted on the property for a minimum of four weeks prior to the opening of offers.

III. Responsible Written Offers

The RFO shall provide that all responsible written offers to purchase shall include the following:

- A. Statement of the identity, mailing address, and telephone number of the offeror;
- B. If the purchase is proposed to be on terms other than all cash, a statement of the financial qualifications of the offeror, including appropriate references;
- C. A written offer to purchase the property at a specific sale price and specifying the terms of the offer including all pertinent purchase details. The amount of the offer shall be submitted in a sealed envelope separate from the other materials and information required, and this sealed envelope shall not be opened by the Conservancy until the time and date specified pursuant to I.H; and
- D. A refundable earnest money deposit of fifteen thousand dollars (\$15,000.00) by certified check

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or cashier's check, which may be received by the Conservancy subsequent to the opening of bids pursuant to I.H but no later than the time of receipt of oral offers by the Conservancy.

IV. Responsible Oral Offers

The RFO shall provide that all responsible oral offers:

- A. Shall be received by the Conservancy only from those previously submitting responsible written offers;
- B. Shall be preceded by receipt at the Conservancy of a refundable earnest money deposit of fifteen thousand dollars (\$15,000.00) by certified check or cashier's check; and
- C. Shall be for all cash or for specific financial terms as previously announced by the Conservancy. Oral offers for financial terms other than all cash shall be considered responsible offers only if the offeror had submitted financial qualifications with the offeror's written bid, pursuant to III.B.

V. Review of Offers

- A. Staff review of written offers. Conservancy staff will review all written offers received and determine whether each submitted offer is a "responsible offer" consistent with the RFO.
- B. Staff review of oral offers. If any oral offers exceed the amount of the highest responsible written offer, staff will review the high oral offer received and determine if that offer is a responsible offer consistent with the RFO. If that offer is determined not to be a responsible offer, staff will review the next highest oral offer and determine if that offer is a responsible offer. Staff will continue this process until staff determines that an oral offer is a responsible offer, or that no oral offers higher than the highest written offer are responsible.
- C. Counter offers. In the event that no responsible offers are received at a sale price equal to or greater than the Conservancy's minimum expectation as described in the RFO, Conservancy staff may determine to submit counter-offers to persons previously submitting offers.
- D. Cooperation with agents. The Conservancy may cooperate with private real estate brokers in marketing and selling the property. The Conservancy may pay a brokerage commission up to six percent of the sale price to a real estate broker for arranging a sale in accordance with the RFO. In connection with any counter-offer as described in V.C. above, Conservancy staff may propose a reduction in such commission.
- E. Financial qualifications. If the purchase is proposed to be on terms other than all cash, Conservancy staff will examine the financial qualifications of the offeror of the high bid and the offeror's references and report the results of this examination to the Executive Officer of

the Conservancy.

VI. Acceptance of Offer

- A. High bid. After review of all offers received for the property, the Executive Officer of the Conservancy shall either conditionally accept the responsible offer that offers the highest net financial return among all responsible offers, or reject all offers. Acceptance by the Executive Officer shall be subject to approval of the Conservancy.

VII. Transfer of Property

Upon the Conservancy's approval of an offer, the Conservancy will instruct the Department of General Services to transfer the property to the offeror selected subject to detailed terms of sale and timing.

VIII. Continuation of Marketing

In the event that no adequate offer is received for the property pursuant to the offering described above, Conservancy staff will continue to market the property until a sale is achieved. This extended marketing program, if necessary, would include occasional publication of advertisements, contact with real estate agents, and canvassing of potential interested parties.

The property may be marketed and sold as: one lot consisting of all three legal parcels; two lots where two of the legal parcels are sold together (e.g. the middle and eastern parcels comprise one lot and the western parcel the second lot); or three separate lots (each of the three legal parcels).

[FINAL]

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