

BOARD OF EDUCATION

Sara Hinds
Seabery Nachbar
Karl Pallastrini
Jason Remyense
Anne-Marie Rosen

INTERIM SUPERINTENDENT

Sharon Ofek



DISTRICT OFFICE:

P.O. Box 222700
Carmel CA 93922

4380 Carmel Valley Road
Carmel, CA 93923

TEL: (831) 624-1546

FAX: (831) 624-1726

www.carmelunified.org

November 2, 2023

Sent via email to
basori@co.monterey.ca.us
salcidog@co.monterey.ca.us

Randell Ishii, MS, PE, TE, PTOE, Director
County of Monterey
Public Works, Facilities & Parks
1441 Schilling Place, 2nd Floor
Salinas, CA 93901

Re: 27885 Robinson Canyon Road, Carmel California 93923

Dear Mr. Ishii:

The Carmel Unified School District Governing Board (Seller) considered the Letter of Intent sent to the district on October 12, 2023 by the County of Monterey (Buyer). The Seller is accepting the non-binding letter of intent and the terms and conditions therein, subject to inclusion of the following language to Condition #7 and #7b:

Subject to Buyer's right to withdraw or rescind its offer during the 45-day Assessment Period and 45-day Contingency Period, the Property shall be sold by Seller to Buyer as-is subject to all existing reservations, easements, and rights of ways, with the Seller's sole right to not extinguish any exceptions to title currently on record. Seller makes no warranties, representations, or guarantees of any kind with regard to any information it has provided or does provide regarding the site.

The 45-day assessment period will not commence until the Seller has delivered the Due Diligence Documents in its possession to the Buyer. Documents will be delivered within 30 days or less as of the date of this acceptance of offer.

Additionally, the Purchase Agreement is subject to the District's Board's approval in addition to the County's Board, as set forth in Condition #4.

The Seller does not have in its possession much of the documents detailed in #7b but is willing to share all documents in Seller's possession. We will provide these to you no later than December 2, 2023. Because of the lack of documentation from Seller, the Buyer will need to rely on its own due diligence and independent inspection of the property.

In the spirit of assisting the Buyer with Condition #8 (a), the Seller has been contacted by the following organizations/businesses indicating an interest in preserving and/or moving the historic Robinson Canyon Barn structure to their property.

Kim Williams
Carmel Valley Historical Society President

Email: cvhspresident@gmail.com

Nile Estep
Owner, Hacienda

Email: nile@haciendacv.com

Janna Jo Williams
Organic Heritage Director
Earthbound Farms Carmel Valley
Email: jwilliams@taylorfarms.com

In accordance with Condition #13 and Government Code section 7928,705, this communication is confidential.

Sincerely,



Yvonne Perez
Chief Business Official

cc: Sharon Ofek, Interim Superintendent

COUNTY OF MONTEREY

PUBLIC WORKS, FACILITIES AND PARKS



Randell Ishii, MS, PE, TE, PTOE, Director

1441 Schilling Place, 2nd Floor
Salinas, California 93901-4527

(831) 755-4800
www.co.monterey.ca.us

October 12, 2023

To: Ms. Yvonne Perez
Chief Business Official
Carmel Unified School District
4380 Carmel Valley Road
Carmel, California 93923

RE: 27885 Robinson Canyon Road, Carmel, California 93923

Dear Ms. Perez,

This **non-binding letter of intent** outlines the terms and conditions that the County of Monterey ("Buyer"), will purchase the real property located at 27885 Robinson Canyon Road, Carmel, California 93923 ("Property") from the Carmel Unified School District ("Seller"). The purpose of this letter is to outline the general terms and conditions under which the Seller, would sell that certain real property consisting of the Land and Improvements, as further defined in Section 2 below, to the Buyer.

The proposed terms are as follows.

1. Parties:

The parties to the transaction shall be the County of Monterey, a subdivision of the State of California ("Buyer") and the Carmel Unified School District ("Seller"), collectively referred to as "the Parties".

2. Property:

The Property, commonly referred to as 27885 Robinson Canyon Road, Carmel, California 93923, or Assessor's Parcel Number ("APN") 169-131-005, consists of one parcel of land totaling approximately 2,278 square feet, containing an approximate 1,800 square foot building ("Building") appurtenant to the land located in the unincorporated Carmel Valley area of the County of Monterey, in the State of California.

3. Purchase Price:

The Purchase Price shall be One Hundred Thousand and 00/100 Dollars (\$100,000.00). The Purchase Price shall be payable as all cash upon the close of escrow. Seller understands that the Purchase Price is subject to Board of Supervisors of the County of Monterey (Board) approval as outlined in Section 8 (c) below.

4. Purchase Agreement:

Purchase Agreement outlining the terms and conditions of this Letter of Intent shall be in a substantially similar format to this Letter of Intent. Buyer and Seller to execute the Purchase Agreement within ninety (90) business days from the full execution of this Letter of Intent. Seller understands that the Purchase Agreement will be subject to Board approval as outlined in Section 8 (c) below.

5. Escrow:

Escrow shall be opened with Joanna Gilman, at Chicago Title Company, Salinas Office (“Escrow Company”).

6. Escrow / Title / Closing Costs:

All applicable escrow, title, and/or closing related costs shall be split between Buyer and Seller as is customary in the County of Monterey: Seller pays escrow charges, CLTA standard basic owner’s policy title insurance and County transfer tax.

7. Assessment Period:

The Purchase Agreement shall provide that Buyer, at Buyer’s sole cost and expense, shall have forty-five (45) days from the latter of 1) Contract Date or 2) Buyer’s receipt of all Due Diligence Documents, as defined below, from Seller, to perform a Buyer’s assessment of the Property (the “Assessment Period”). Buyer reserves the right to withdraw or rescind the Purchase Agreement for any reason during the 45-day Assessment Period. The Assessment Period is for Buyer to perform all reasonably prudent inspections and investigations, and to approve or disapprove the condition of the Property, including but not limited to the following items:

(a) Physical Inspection:

Buyer and Buyer’s representatives shall be granted access to the Property to perform physical inspections of the Property and all improvements thereon. Buyer and Buyer’s authorized representatives shall have the right to enter upon and inspect and make reasonable tests upon the Property at reasonable times and upon notice to Seller, and Buyer shall hold Seller harmless from any damage or injury to persons or property by reason of the entry upon the Property by Buyer and its authorized representatives. Buyer shall order and pay all costs with respect to such inspections. If Seller does not have a land title survey, Buyer shall have the option to obtain a survey which may, at Buyer’s election, be made in accordance with ALTA/ASCM standards.

(b) Inspection of Documents, Books and Records:

Buyer’s inspection and approval of all documents in Seller’s possession or under Seller’s control, including but not limited to: all surveys, soils tests, engineering studies, as-built drawings, leases and/or tenant agreements, rent roll, any service or maintenance contracts, and any amendments thereto (the “Due Diligence Documents”). Seller shall deliver all Due Diligences Documents to Buyer no later than two (2) days after Contract Date.

(c) Cost Estimates

Buyer’s review and approval of cost estimates related to the Property, including but not limited to: relocation, renovation, demolition, and maintenance of the Building; general maintenance and upkeep costs related to the Property.

(d) Title Approval:

Buyer’s review and approval of the Preliminary Title Report from Escrow Company within which to notify Seller, in writing, of Buyer’s disapproval of any exception shown in the Title Report or the legal description.

8. Contingency Period:

The Purchase Agreement shall provide that Buyer, at Buyer’s sole cost and expense, shall have forty-five (45) days commencing the following day upon waiver or end of the Assessment Period, to perform additional Buyer’s due diligence (the “Contingency Period). Buyer reserves the right to withdraw or rescind the Purchase Agreement should any of the conditions below be unmet during the Contingency Period:

(a) Relocation and Caretaking Partner:

Following the Assessment Period, Buyer shall have forty-five (45) days commencing the following day upon waiver or end of the Assessment Period to locate and execute a letter of intent with a partnering agency, organization, or company (the "Partner") to manage and fund the relocation and caretaking of the Historical Building. The Parties understand and agree that the Buyer reserves the right to cancel this transaction should a Partner not be identified and/or in the event a letter of intent is not executed by a Partner within the forty-five (45) day Contingency Period.

9. Close of Escrow:

Escrow shall close thirty (30) days from the expiration or waiver of the Contingency Period. Buyer and Seller shall agree to an additional fifteen (15) days if needed.

10. Prorations:

Rent, operating expenses, real property taxes and interest on assessments shall be prorated as of Close of Escrow, along with other customary prorations (to be agreed upon during Purchase Agreement negotiations).

11. Right of Entry:

Covered under Section 8 (a) Physical Inspection.

12. Agency:

Seller and Buyer are representing themselves individually throughout the transaction. Seller and Buyer have had the opportunity to consult with their respective legal/agency or outside counsel regarding this transaction and throughout the during of these real property negotiations.

13. Confidentiality:

Seller and Buyer agree to keep all oral and written communications regarding Buyer's prospective interest in the Property strictly confidential. Seller shall only contact those individuals necessary to respond to this Letter of Intent and shall in no way announce any interest by Buyer to any other individuals without first obtaining prior written approval from Buyer. Buyer agrees to abide by the same terms of the Seller.

14. Expiration:

This proposal shall expire on Friday, November 3, at 5PM.

It is expressly understood by both parties that this letter of intent shall not constitute a formal and binding agreement between the parties. This letter reflects our present understanding of discussions the parties have had regarding terms and conditions of the proposed transaction, and the parties expect that any negotiations will be generally consistent with this letter of intent. This letter of intent shall not, however, create any legal rights or obligations between the parties, and either party may terminate discussions at any time. It is intended that all legal rights and obligations of the parties shall then only be those which are set forth in the Purchase Agreement, if such a Purchase Agreement is entered into.

Signature Page(s) Follow

BUYER:

County of Monterey, a political subdivision
of the State of California

By: DocuSigned by:
Randell Ishii
C0079208F89413
Randell Ishii, MS, PE, TE, PTOE

Title: Director of Public Works, Facilities, Parks
Date: 10/12/2023 | 2:53 PM PDT

SELLER:

Carmel Unified School District

By: Sharon Ofek

Title: Interim Superintendent
Date: 11/2/2023

APPROVED AS TO FORM:

Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by:
Mary Grace Perry
A1833B20B717442
Mary Grace Perry

Title: Deputy County Counsel

Date: 10/12/2023 | 2:51 PM PDT

By: Yvonne Perry

Title: Chief Business Official
Date: 11/2/2023

Agreement signed per the terms
detailed in the attached letter dated
November 2, 2023. YP