

10/19/09

**REQUEST FOR PROPOSALS  
FOR THE PURCHASE AND RELOCATION OF  
ONE OR BOTH OF THE HISTORIC RESIDENTIAL STRUCTURES  
KNOWN AS:  
2241 AND 2243 COLLEGE AVENUE  
BERKELEY, CALIFORNIA**

The Regents of The University of California ("The University") is providing this Proposal Information and Requirements package ("Terms and Conditions") and will consider proposals from parties interested in purchasing and relocating the referenced structures, which are more particularly described in Exhibit A, attached ("Property").

The two structures are located on the central campus of the University of California, Berkeley in an area slated for future University development (see attached site map). Both are historically significant and the University is interested in conveying the structures to an interested buyer for a dollar in exchange for the buyer moving the structures from the site in a timely manner. Proposals from prospective buyers will be evaluated primarily on the basis of the buyer's ability to move the houses within a reasonable timeframe.

**Proposals must be submitted only in accordance with the following requirements, which should be read in their entirety:**

1. MINIMUM PROPOSAL: The minimum proposal that will be considered on the Property is: One Dollar (\$1.00).
2. PROPOSAL FORM: Your proposal must be submitted in accordance with the following procedure:

Complete the "PROPOSAL TO PURCHASE AND RELOCATE ("Exhibit B)". Please be sure to sign Exhibit B and include your daytime telephone number and mailing address.

**THE ADDITION OF ANY CONDITION OR CONTINGENCY TO THE PROPOSAL FORM WILL INVALIDATE YOUR PROPOSAL.**

3. PROPOSAL SUBMISSION & DEADLINE: To submit a proposal, enclose the completed Exhibit B (Proposal to Purchase and Relocate) in a sealed envelope and mail or deliver to:

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University of California, Berkeley  
Real Estate Services Group  
200 A&E Building  
Berkeley, CA 94720-1382

Attention: Kevin Hufferd

**In the lower left corner of the envelope write the words "2241 and 2243 College Avenue -- Purchase and Relocation Proposal" and note whether the proposal is for both structures or just one and, if so, which one. All proposals must be received at the above address no later than 5:00:00 p.m. Pacific Standard Time on Monday, November 16, 2009.** A proposal that is received after that time will not be accepted for consideration regardless of the postmark date or delivery time. Proposals may be submitted in person, delivered by courier service, or transmitted by regular, certified, or registered mail. The University will not be responsible for non-delivery of proposals by the United States Post Office or other carrier.

4. UC RIGHT TO CANCEL: The University reserves the right to cancel the offering or to waive any informality or irregularity in any proposal that does not give the Proposer a substantial advantage over other Proposers. Following approval of the Designated Proposal by The University, the successful Proposer will be notified by telephone and in writing. If the Designated Proposal is not approved or if The University is unable to complete the sale, The University will notify the successful Proposer, and the deposit will be returned to the Proposer without interest. The Proposer's Proposal to Purchase and Relocate shall become binding upon The University only when, as, and if it shall be finally approved in the form of a written agreement and executed by, and delivered by both parties.

5. PROPOSAL DEPOSIT: The required deposit of Fifty Thousand Dollars (\$50,000.00) for each structure must be in the form of a cashier's check payable to The Regents of The University of California and be submitted by the successful Designated Proposer to escrow by December 8, 2009. The Designated Proposer must submit the deposit in the form specified herein. **Personal checks or cash are not acceptable and will invalidate a proposal.** Assuming the relocation projects proceed as agreed by the parties, the deposits will be held in escrow and ultimately made available to pay for some or all of the costs of relocation. The deposit will be retained by the University (as will be stipulated in a Purchase and Sale Agreement) should the Proposer fail to perform as agreed.

6. PURCHASE AND SALE AGREEMENT: By December 8, 2009, the parties shall execute a Purchase and Sale Agreement ("Agreement"). If the Agreement is not fully

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executed by December 8, 2009, the University shall retain the right to determine the proposal invalid and enter into an agreement with the next most highly ranked Proposer or reject all proposals.

7. RELOCATION PLAN: The University wishes to have the buildings relocated from the current site by May 15, 2010. All Proposers shall include a Relocation Plan as part of their proposal. The plan shall identify the parcel of land that the building(s) would be relocated to, and confirm that the Proposer controls the site either through ownership, long-term lease, or option. Additionally, the Relocation Plan shall provide a schedule for the necessary land use entitlements, other permits, planning and construction activities leading to a commitment on a given relocation date. Proposals will be evaluated and ranked primarily upon the viability of a successful relocation of the buildings in a timely fashion.

8. COMMISSIONS: The sale of the Property is not subject to a listing agreement with any listing agent and the University will not pay a commission to any /broker.

9. ESCROW, LIENS & ASSESSMENTS, CLOSING COSTS: The escrow shall be performed by First American Title Company, 1850 Mt. Diablo Blvd., Suite 300, 388 Market Street, San Francisco 945961111 (Escrow Holder). The escrow officer is Teri Dashwood, (925) 927-2174. Following acceptance thereof by The University, a Purchase and Sale Agreement will be negotiated and executed by both parties by December 8, 2009 and shall constitute escrow instructions. All closing costs associated with the sale of the Property, including, but not necessarily limited to, escrow fees, all documentary transfer taxes, title insurance premium, and recording fees (if any), shall be paid by the Proposer.

10. "AS IS/IN ITS PRESENT CONDITION WITH ALL FAULTS" SALE: Except as expressly set forth in the Agreement, and as described in Paragraph 12 (A) below, the Property is being sold "as is/where is/in its present condition with all faults." Proposer shall conduct its own investigation of the Property, make all inquiries, inspections, tests, audits, studies, and analyses that it deems necessary or desirable in connection with purchasing the Property (subject to the provisions of the Agreement), and approve or disapprove in its sole discretion the results of its investigations regarding the Property (including engineering, structural, and other tests with respect to the physical condition of the Property, economic feasibility studies, zoning, entitlement, and other land use matters, the status of title to the Property, historical preservation requirements, parking rights, reviews of books, records and financial statements, projections relating to the operation of the Property, review of the documents delivered to Proposer pursuant to the Agreement, and other documents obtained or prepared by or for Proposer in connection with its review)

11. PHYSICAL INSPECTION: Prior to the proposal deadline, prospective Proposers shall have the right, at Proposer's expense, to select an inspector(s) to make any non-

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invasive inspections (including tests, and other studies) of the Property. Additional inspection (including invasive testing) by the Designated Proposer may be undertaken pursuant to the Agreement.

The Property will be available for inspection by contacting Linda Keilch, Real Estate Services at (510) 642-4672 and scheduling an appointment. Prospective Proposers shall indemnify and hold The University harmless from all liability, claims, damages and costs arising from the inspections.

-- N O T I C E --

Prospective Proposers are advised that the information presented above and in the attached exhibits and Property Information is not guaranteed and is furnished solely as an aid to prospective Proposers. The description of the Property attached hereto as Exhibit A is for general information purposes only.

List of Exhibits:

- A: Description of the Structures
- B. Proposal to Purchase and Relocate

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Exhibit A

**DESCRIPTION OF THE STRUCTURES**

The two buildings are both two-story wood frame residential buildings constructed over one hundred years ago. Both buildings are on the State Historic Resources Inventory and are City of Berkeley landmarks. Both buildings have been rated seismically “poor” under the University’s rating criteria. Detailed descriptions of the buildings and their historic significance can be found in the individual Historic Structure Reports for each building, available online at:  
<http://www.cp.berkeley.edu/CP/PEP/History/planninghistory.html>

**2241 College Ave.**

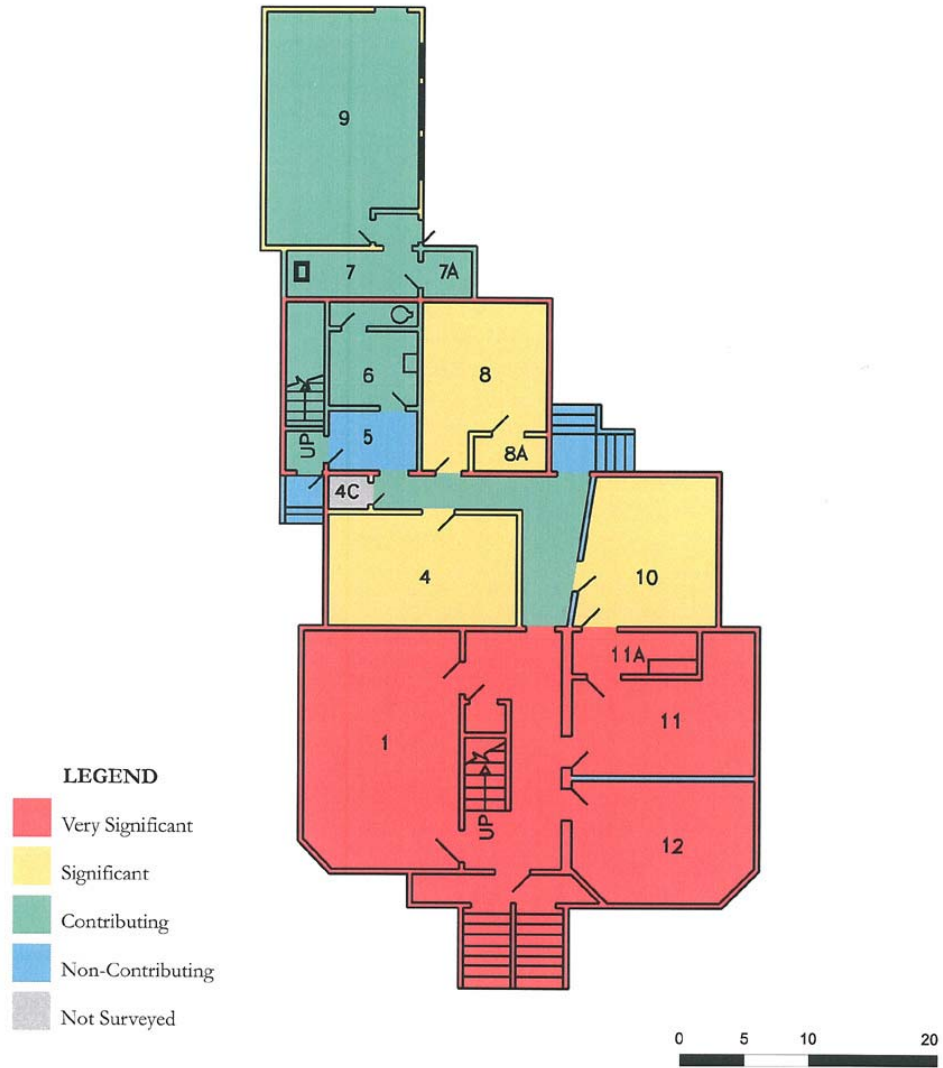
2241 College was constructed in 1885 and is 3,300 gross square feet in floor area. It currently houses approximately 10 people from various University academic departments who will be relocated over the winter school break.



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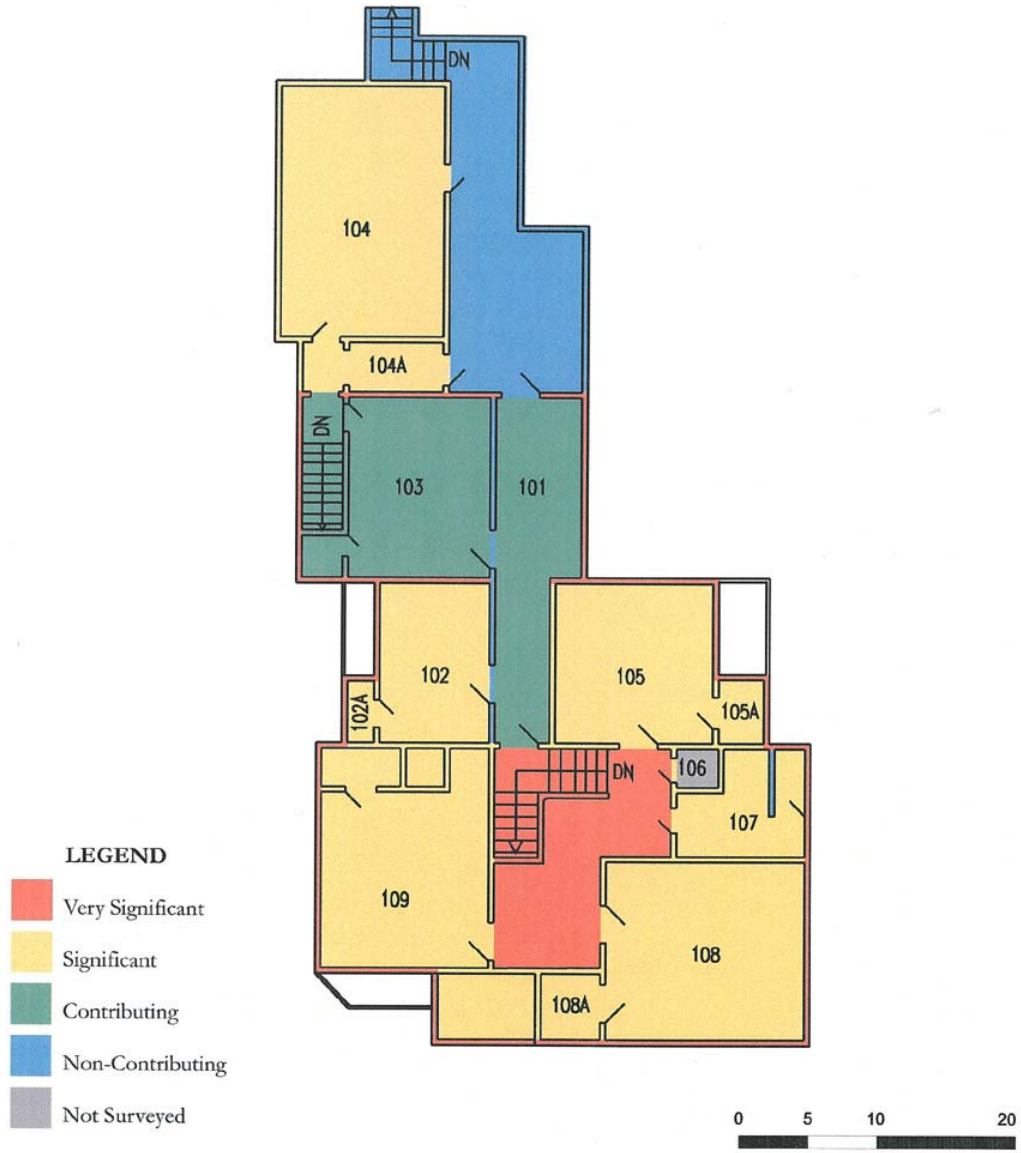


University of California, Berkeley  
Space Mgmt & Capital Programs  
203 Architects & Engineers Bldg  
Berkeley, California 94720-1512

2241 COLLEGE AVENUE (CAAN 1256A)  
FIRST FLOOR  
Drawing date: N/A PPCS (UNVERIFIED)



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University of California, Berkeley  
Space Mgmt & Capital Programs  
203 Architects & Engineers Bldg  
Berkeley, California 94720-1512

2241 COLLEGE AVENUE (CAAN 1256A)  
SECOND & THIRD FLOORS  
Drawing date: N/A PPCS (UNVERIFIED)



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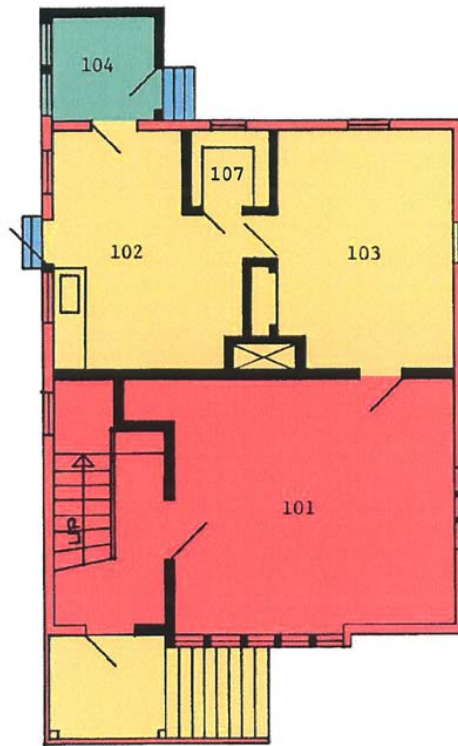
**2243 College Ave.**

2243 College was constructed in 1902 and is 1,560 gross square feet in floor area. It is currently unoccupied.



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First Floor Plan



LEGEND

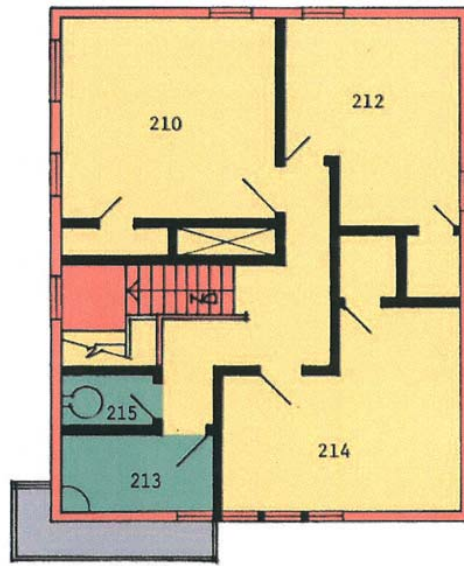
- Very Significant
- Significant
- Contributing
- Non-Contributing
- Not Surveyed

2243 COLLEGE AVENUE  
FIRST FLOOR PLAN








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Second Floor Plan



LEGEND

-  Very Significant
-  Significant
-  Contributing
-  Non-Contributing
-  Not Surveyed

2243 COLLEGE AVENUE  
SECOND FLOOR PLAN



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Exhibit B

**PROPOSAL TO PURCHASE AND RELOCATE**

Structure for Which Proposal Applies (check one):

- 2241 College Avenue
- 2243 College Avenue
- Both structures

1. **TOTAL CASH PROPOSAL AMOUNT FOR THE PROPERTY "AS IS/ WHERE IS/ IN ITS PRESENT CONDITION WITH ALL FAULTS"...** ... \$ \_\_\_\_\_
2. Amount of Deposit (\$50,000 per building)..... .. \$ \_\_\_\_\_
3. Balance of Proposal Amount (line 1 minus line 2) . . \$ \_\_\_\_\_

**NOTE:** The Deposit as shown on Line 2 must be in the form of a cashier's check made payable to The Regents of The Regents of California and delivered to escrow by December 8, 2009 if Proposer is determined by the University to be the successful Designated Proposer.

The person or persons executing this Proposal to Purchase and Relocate on behalf of Proposer represent(s) and warrant(s) to The University that he or she is authorized to execute this document on behalf of Proposer and to bind Proposer hereto.

Proposer hereby submits this Proposal and elects to have title vested in the name(s) of:

\_\_\_\_\_  
(specify name(s) to be inserted in deed)

as \_\_\_\_\_  
(specify how title is to be taken)

Proposer affirms that this proposal is for an "AS IS/WHERE IS/IN ITS PRESENT CONDITION, WITH ALL FAULTS" purchase of the Property solely on the Terms and Conditions as stated herein. There are no taxes, insurance premiums, interest, or other expenses to be prorated as of the close of escrow. All closing costs, including, but not necessarily limited to, escrow fees, documentary transfer taxes, title insurance premium, and recording fees, shall be paid by Proposer.

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PROPOSER IS PROPOSING TO BUY THE PROPERTY "AS IS, IN ITS PRESENT CONDITION WITH ALL FAULTS."

Print Proposer's Name: \_\_\_\_\_(Proposer)

By: \_\_\_\_\_ By: \_\_\_\_\_

Its: \_\_\_\_\_ Its \_\_\_\_\_

Date: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

**Relocation Plan: Please attach a two page description of your plan and schedule for relocation of the structure(s).**

The plan shall identify the parcel of land that the building(s) would be relocated to, and confirm that the Proposer controls the site either through ownership, long-term lease, or option. Additionally, the Relocation Plan shall provide a schedule for the necessary land use entitlements, other permits, planning and construction activities leading to a commitment on a given relocation date.

**NOTICE --**

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