

BID FORMS

FOR

THE SALE OF CITY-OWNED RIGHT OF WAY (PROPERTY)

LOCATED IN THE CITY OF PALM SPRINGS

GENERALLY AT THE NORTHWEST CORNER OF VIA OLIVERA AND THE ZANJERO  
ROAD ALIGNMENT

RIGHT OF WAY ADJACENT TO EASTERLY BOUNDARY OF THOSE PARCELS OF  
LAND IDENTIFIED BY ASSESSOR'S PARCEL NUMBERS (APNS) 504-260-004 AND  
504-260-005

APPROXIMATELY 0.15 ACRES

IN THE COUNTY OF RIVERSIDE

STATE OF CALIFORNIA

CITY OF PALM SPRINGS

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City of Palm Springs  
Community and Economic Development Department  
3200 E. Tahquitz Canyon Way  
P. O. Box 2743  
Palm Springs, CA 92263-2743

*BIDS MUST BE RECEIVED BY 3:00 P.M. THURSDAY, SEPTEMBER 14, 2017*

## TABLE OF CONTENTS

### Section

A. Instructions to Bidder

B. Offer to purchase real property in the City of Palm Springs in the County of Riverside, State of California, with Exhibit "A"

C. Bidder's Questionnaire

Exhibit "A" Legal Description of Property

Exhibit "B" Map Illustration of Property

SECTION A  
INSTRUCTIONS TO BIDDER

1. The submittal of a bid shall be deemed evidence that the bidder has carefully examined the laws relating to Property, inspected the site, examined these instructions and is fully aware of the responsibilities of the bidder.
2. Bids should be plainly marked on the outside of a sealed envelope: "Offer to Purchase Real Property located in the City of Palm Springs"
3. Any bids may be withdrawn at any time prior to the hour fixed for the receipt of bids, provided that a request in writing, executed by the bidder, or his duly authorized representative for the withdrawal of such bid is submitted to and filed with the City Clerk. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid prior to the time and date set for the receipt of bids.
4. The City reserves the right to seek supplementary information from any bidder at any time between the dates of bid submission and the bid acceptance. Bidders must be prepared to submit proof of funds in order to complete this transaction and any other information required.
5. The right to reject any and all bids, and to withdraw the Property from sale is reserved, the offer to sell real property is not binding on City or the successful bidder until final acceptance by the City Council ("Council").
6. ***Minimum acceptable bid is \$47,880 or \$7.50 per square foot for the 6,384 square foot right of way parcel. Property details as follows:***

Property Description: Unimproved strip of land, approximately 6,384 square feet in size within the abandoned Zanjero Road right of way, owned by the City of Palm Springs in fee simple interest.

Property Location: Generally located at the northwest corner of Via Olivera and the Zanjero Road Alignment. Right of Way parcel is adjacent to easterly boundary of those parcels of land identified by Assessor's Parcel Numbers (APNs) 504-260-004 and 504-260-005.

7. Award of this sale, if it is awarded, will be to the "Highest Responsible Bidder", whose proposal complies with all the requirements prescribed herein, subject to a right of first refusal ("ROFR") benefitting the developer of Tract 37041 located within APNs 504-260-004, 005 ("Primary Purchaser") in accordance with an Agreement for Purchase and Sale of Right of Way ("Agreement"). A copy of the Agreement, including the specific terms of the ROFR, shall be available to any prospective

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bidder (“Third Party Purchaser”) upon written request to the City Clerk. In the selection of the “Highest Responsible Bidder”, the following factors will be taken into consideration:

- a. The bidder’s experience, reputation and business background;
  - b. Ability and willingness to perform;
  - c. Credit standing; and/or
  - d. The highest purchase price, highest cash down payment, and highest deposit offered.
8. A bidder shall be required to submit all the documents, including the Offer to Purchase Real Property (“Offer”), in the bid forms package, completed and duly executed by the bidder and real estate agent, if applicable, with requisite Deposit. In order to be considered responsive, the mailed and/or delivered bids must be received until **3:00 P.M. Local Time, THURSDAY, SEPTEMBER 14TH, 2017**, at which time they will be publicly opened and read aloud. **Bids shall be clearly marked as “Bid for Parcel A”**. It is the responsibility of the bidder to see that any bid sent through the mail, or via any other method, shall have sufficient time to be received by this specified date and time. No Bid will be considered unless it is made on the bid form(s) furnished by the City in this Request for Bids, properly executed, enclosed in a sealed envelope bearing the name of the bidder, bid due date and bid title. The receiving time in the Procurement Office will be the governing time for acceptability of bids. Telegraphic, telephonic, faxed or emailed bids will not be accepted. Late bids will be returned unopened. In the event that the Council accepts the highest bid, the Council may authorize the sale and authorize the City Manager to execute an Agreement for Purchase and Sale of Right of Way (Agreement), and instrument conveying title to the Right of Way.
9. The Title Company shall be selected by the City. The escrow shall close, title shall pass and possession shall be delivered within a reasonable period of time after the Council accepts the highest bid to allow for the conditions of the sale to be met. Closing costs shall be borne by the successful bidder.
10. The City will convey all right title, and interest which it owns in the Property and title conveyance shall be subject to all liens, encumbrances, easements, rights of way, taxes and assessments and deed and tract covenants, conditions and restrictions, if any, whether recorded or not.
11. Questions: Bidders are specifically directed **NOT** to contact any city employee, commission member, committee member, council member, or other agency employee or associate for any purpose related to this Request for Bids other than

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as directed below. Contact with anyone other than as directed below may be cause for rejection of a Bid.

Any questions, technical or otherwise, pertaining to this Invitation for Bid **must be submitted IN WRITING and directed ONLY to:**

**Diana Shay, Redevelopment Coordinator**

Community and Economic Development Department

City of Palm Springs

3200 E Tahquitz Canyon Way, Palm Springs, CA 92263-2743

Email: [diana.shay@palmspringsca.gov](mailto:diana.shay@palmspringsca.gov)

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the Request for Bids. **The deadline for all questions is 3:00 P.M., Local Time, Tuesday September 5, 2017.** Questions received after this date and time may not be answered. Only questions that have been resolved by formal written Addenda via the Community and Economic Development Department will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

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SECTION B

OFFER TO PURCHASE REAL PROPERTY  
LOCATED IN THE CITY OF PALM SPRINGS  
IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Date of Submittal: \_\_\_\_\_

The undersigned bidder hereby offers to purchase the City-Owned Right of Way (Property) in the County of Riverside described in Exhibit "A", said Property consisting of approximately 0.15 acres of vacant land located in the City of Palm Springs. The total amount hereby offered for the purchase of said Property is the sum of

\_\_\_\_\_ ,

*(write out purchase price offer in words)*

\$ \_\_\_\_\_ ,

*(insert price in numbers)*

to be paid as follows:

1. Cash down payment in the sum of \$ \_\_\_\_\_, including enclosed deposit.
2. The balance of the purchase price shall be paid in cash, cashier's check or a certified check to the City of Palm Springs, 3200 E. Tahquitz Canyon Way, Palm Springs, CA 92262 or to the escrow holder when directed in the event the transaction is consummated through escrow.
3. This bid is accompanied by a deposit in cash, cashier's check, or a certified check equal to at least three percent (3%) of the amount of the bid. In the event this proposal is accepted by the City Council, said amount shall be credited to the amount due to consummate the transaction.
4. This offer is for the purchase of Property in accordance with the terms and conditions set forth below and is an irrevocable offer for the time period specified in the Offer to Purchase Real Property.

Terms:

- A. The sale of the Property is subject to a right of first refusal ("ROFR") benefitting the developer of Tract 37041 located within APNs 504-260-004, 005 ("Primary Purchaser") in accordance with an Agreement for Purchase and Sale of Right of Way ("Agreement") executed August\_\_\_\_, 2017. A copy of the Agreement, including the specific terms of the ROFR, shall be available to any prospective bidder ("Third Party Purchaser") upon written request to the City Clerk.
- B. In the event that two or more of the acceptable written offers are for equal purchase price amounts and are also the highest written offers; then, the successful bid shall be determined as follows:
- a. The one of such highest written offer providing for the highest amount of cash down payment shall be the successful bid.
  - b. If two or more of such equal highest written offers are equal in all the above respects, or are all cash proposals; then, in that event, the one accompanied by the largest deposit shall be the successful bid.
  - c. The sale of the Property is subject to a right of first refusal benefiting the Primary Purchaser. Should the Primary Purchaser elect not to exercise the ROFR at the adjusted purchase price, the third party purchaser with the highest acceptable written offer and best offers for cash down payment and deposit described in a. and b. above shall be the successful bid.
- C. The full amount of such bid, less any deposit, shall be paid according to the terms of the Agreement or prior to the close of escrow, whichever shall occur first.
- D. Title insurance shall be required as follows:
- If the Property is purchased for cash, title insurance shall be at purchaser's option, and shall be at purchaser's expense.
- E. Conveyance of title shall be by duly notarized copy of an instrument conveying title to the Right of way to Purchaser, suitable for recordation in the Official Records of Riverside County. Title shall be subject to covenants, conditions, reservations, restrictions, easements and rights-of-way of record, whether or not recorded, if any. No guarantee, either expressed or implied, is made by the City regarding any permitted land use of the subject property or any possible change in land use zone or the availability of public utilities services to the property. Lack

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of success in obtaining any certain land use permits or utilities services for the property shall not be a basis for the successful bidder to refuse to complete the purchase.

- F. An escrow, to be handled by a separate company, may be requested by the successful bidder; however, all costs thereof shall be at the purchaser's expense.
- G. All real property transfer taxes and recording fees, if any, shall be paid by the purchaser.
- H. All cash and any necessary documents required of purchaser to complete the sale shall be delivered to City by purchaser according to the terms of the Agreement or prior to close of escrow, whichever shall occur first.
- I. If, prior to the recordation of the Quitclaim Deed to the successful bidder or his nominee, the successful bidder fails to make any payment at the time due, or to perform any covenant or agreement when such performance is required under the terms of the Resolution; then the City may, at its option, declare a cancellation and termination of the sale by written notice to the successful bidder; and at the expiration of ten (10) days following the depositing of such notice by first-class mail, postage prepaid and addressed to the successful bidder at his address designated at the time his bid was submitted, the sale shall be ended and of no further effect.
- J. In the event the City declares a cancellation and termination of the sale, pursuant to paragraph "I", then the City may retain the deposit submitted with the bid as liquidated damages for such failure to carry out the sale of the property. The successful bidder, by making a bid pursuant hereto, and the City agree that such damages are to be the sole remedy for such a breach, in that at the time of making and accepting the bid, it would be impractical, and extremely difficult to fix the actual damages that would flow from the successful bidder's refusal or failure to consummate the transaction, including but not limited to, the difference in money between the total sum to be paid by another party to City for purchase of the property, if the former sum is in excess of the latter, plus the preparation of bid documents and publication costs in connection therewith.**
- K. The right to reject all bids and to withdraw from sale is reserved.

(Signatures on the following page)



Dated: \_\_\_\_\_

\_\_\_\_\_

(Bidders Signature)

Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

SECTION C  
CONFIDENTIAL  
BIDDER'S QUESTIONNAIRE

*BIDS MUST BE RECEIVED BY 3:00 P.M. THURSDAY, SEPTEMBER 14, 2017*

CONFIDENTIAL  
BIDDER'S QUESTIONNAIRE  
INDIVIDUAL

This questionnaire is a part of your bid to purchase the Property described in Attachment A, Real Property located in the City of Palm Springs, County of Riverside. The information contained herein is confidential and must be executed under penalty of perjury. Answer all questions in full. Use the back of each page for additional information, or attach sheets as required.

The CITY may choose to obtain a credit report to further establish your qualifications.

I. PERSONAL INFORMATION:

- A. Full name (print) \_\_\_\_\_
- B. Home address \_\_\_\_\_
- C. Home telephone \_\_\_\_\_
- D. Your education \_\_\_\_\_

II. BUSINESS INFORMATION: Fill in this information if you are, or ever have been self-employed or presently work in your own business.

- A. Name, address, and telephone no. of business:  
\_\_\_\_\_  
\_\_\_\_\_
- B. What is the nature of the business?  
\_\_\_\_\_  
\_\_\_\_\_
- C. How long in this business? \_\_\_\_\_
- D. Are you an operator owner? If other, what is your function? \_\_\_\_\_  
\_\_\_\_\_
- E. How many people do you employ or supervise? \_\_\_\_\_
- F. Who is your business landlord, and what is his/her address? \_\_\_\_\_  
\_\_\_\_\_

INDIVIDUAL

III. EMPLOYMENT INFORMATION: Fill in if you are now or have within the past ten (10) years been employed by others.

A. Names and addresses of employers and dates of employment:

	DATES EMPLOYED		
	FROM	TO	WAGES
1. _____ _____	_____	_____	_____
2. _____ _____	_____	_____	_____
3. _____ _____	_____	_____	_____
4. _____ _____	_____	_____	_____
5. _____ _____	_____	_____	_____

B. Job Descriptions: Describe your employer's business and responsibilities for each job listed above. Use back side of the sheet or attach sheets as required. Include the number and type of employees you supervised, if any, and the name and title of your immediate supervisor.

IV. ADDITIONAL INFORMATION: List any additional information which might further describe your qualifications as related to the bid to purchase the real property.

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**EXHIBIT A**  
**LEGAL DESCRIPTION**

BEING A PORTION OF THE PARCEL DESCRIBED IN RESOLUTION NO. 2520 OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS RECORDED APRIL 18, 1949 IN BOOK 1069, PAGE 5 OF OFFICAL RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LOCATED IN SECTION 3, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF INDIAN CANYON DRIVE (30 FEET IN HALF WIDTH) AND VIA OLIVERA (30 FEET IN HALF WIDTH) AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 146, PAGE 85, OF RECORDS OF SURVEYS, OFFICIAL RECORDS OF SAID COUNTY;

THENCE SOUTH 89° 55' 42" WEST, A DISTANCE OF 429.06 FEET ALONG SAID CENTERLINE OF VIA OLIVERA TO THE EASTERLY LINE OF SAID PARCEL, ALSO BEING THE WESTERLY LINE OF THE WHITEWATER MUTUAL WATER COMPANY'S RIGHT-OF-WAY;

THENCE NORTH 12°14'00" WEST, A DISTANCE OF 21.05 FEET ALONG THE EASTERLY LINE OF SAID PARCEL;

THENCE NORTH 15°06'00" WEST, A DISTANCE OF 9.76 FEET ALONG THE EASTERLY LINE OF SAID PARCEL TO THE EAST PROLONGATION OF THE NORTH LINE OF SAID VIA OLIVERA, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 15°06'00" WEST, A DISTANCE OF 212.59 FEET CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL TO THE EAST PROLONGATION OF THE NORTH LINE OF PARCEL 2 AS DESCRIBED IN DOCUMENT NUMBER 2015-0257244, RECORDED JUNE 17, 2015, OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 89°37'00" WEST, A DISTANCE OF 31.13 FEET ALONG SAID EAST PROLONGATION OF PARCEL 2 TO THE WESTERLY LINE OF SAID PARCEL DESCRIBED IN SAID RESOLUTION NO. 2520;

THENCE SOUTH 15°06'00" EAST, A DISTANCE OF 212.85 FEET ALONG THE WESTERLY LINE OF SAID PARCEL TO THE NORTH LINE OF SAID VIA OLIVERA;

THENCE NORTH 89°55'42" EAST, A DISTANCE OF 31.06 FEET ALONG THE EAST PROLONGATION OF SAID NORTH LINE OF VIA OLIVERA TO THE TRUE POINT OF BEGINNING.

SUBJECT TO ANY EASEMENTS, IF ANY.

SAID PARCEL CONTAINS 6,382 S.F. (0.15 ACRES), MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREIN.

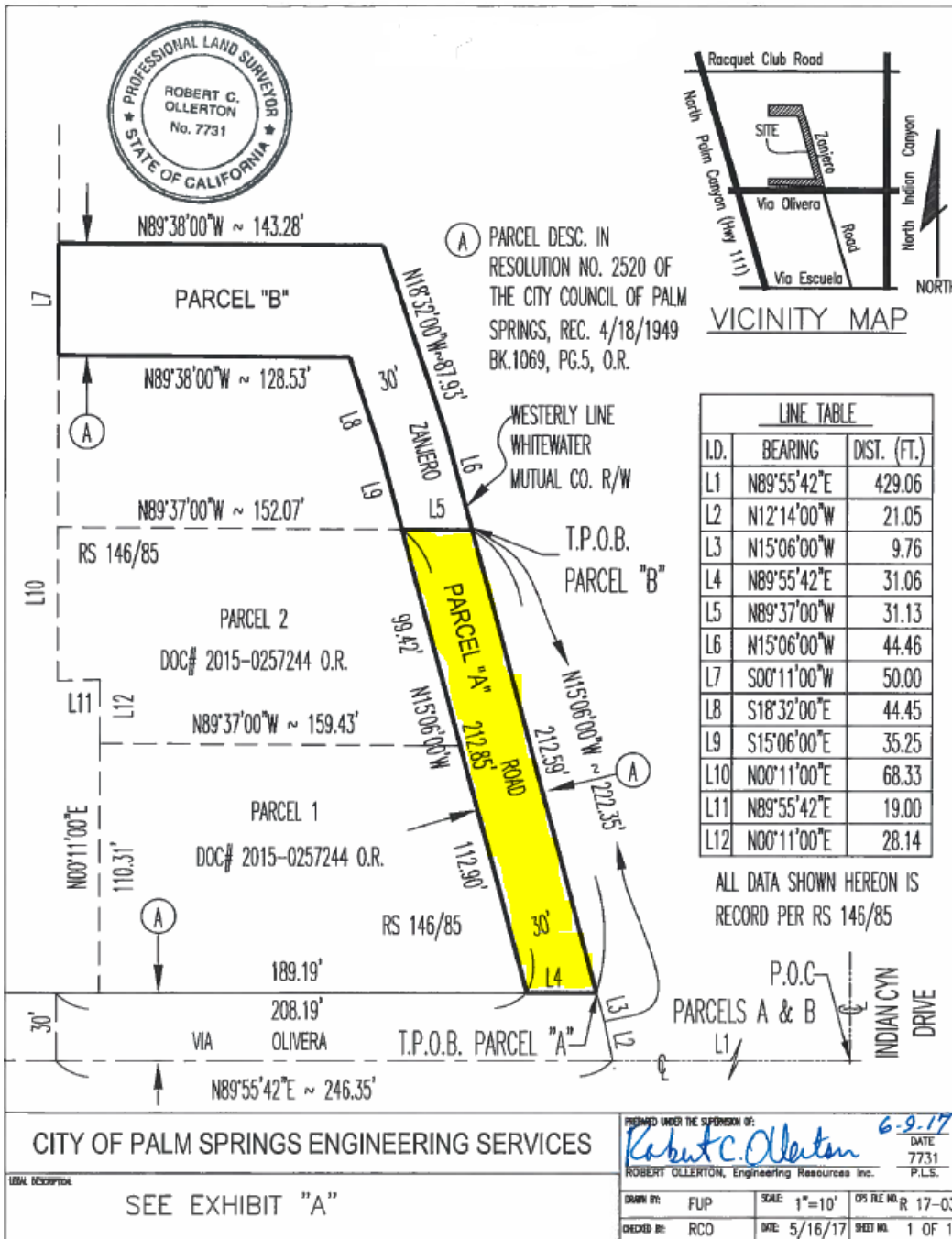
THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

*Robert C. Ollerton*      *6-9-17*  
ROBERT C. OLLERTON, P.L.S. 7731      DATE



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**EXHIBIT B**  
**MAP OF RIGHT OF WAY**  
**(Highlighted as Parcel "A")**



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