

Memo

To: Board of Directors

From: Karl Drew, General Manager

Date: April 15, 2016

Subject: Offer for Purchase of Property

The District has received an offer to purchase APN 0338-083-53-0000 for \$5,000. This property is a "Lot A" that is located at the old Mary Tone school property. It was part of the section of W Village Lane that was vacated by the County of San Bernardino a number of years ago, so the school could use the street area for portable buildings, parking and a bus loading zone. The other portion of the street was added to the parcel of land that includes the school ball field.

Our Lot A effectively bisects the old school property, separating the buildings from the ball field area. It would be beneficial to the new owners of the property to purchase this Lot A so they would have one contiguous property for whatever plans they may have for this project.

The district does have a 12" water main that runs through the old street area. The main is partially on the District's Lot A and partially on the other section of old roadway. If the property is sold, we need to make sure that we obtain an easement for our water main. This would limit what the old street area could be used for.

The \$5,000 offer price seems to be a fair price for a piece of land 25" x 200" (5,000 square feet). We previously sold two full size lots for a combined price of \$6,000. The combined size of these two lots was about 10,000 square feet.

When the Clifton Heights Homeowners Association, which neighbors the school property on the west, became aware that Mary Tone LLC was going to make an offer on our lot, they indicated that they were interested in submitting an offer. They were advised that they could submit an offer also. We have not received one as of today.

I have asked Ron to review the procedure to dispose of this property. It has been previously offered to the school district and the County of San Bernardino.

Mary Tone LLC 23332 Crestline Drive Crestline, CA 92325

March 25, 2016

Crestline Village County Water District P.O. Box 3347 Crestline, CA 92325

RE: APN 0338-083-53-0000

Dear Crestline Village County Water District board:

We are pleased to submit this letter of intent outlining the terms and conditions pursuant to Buyer willing to purchase the Property from Seller.

Seller:

Crestline Village County Water District

Buyer:

Mary Tone LLC

Property:

An approximate 0.115 acre parcel of land located at 23332 Crestline Rd, as part of the Mary Tone Education Center in Crestline (APN: 0338-083-55-0000) containing certain improvements that may be demolished by Buyer upon consummation of the transaction contemplated herein.

Purchase Price:

\$5,000

Contingency Period:

Buyer shall have Thirty (30) days from the acceptance of this offer to conduct all investigations of the Property. Said investigations to include but not be limited to the following:

- Government Approvals, including but not limited to a Conditional Use Permit
- Condition of Title
- Physical Inspection of Property Improvements
- Environmental Assessment

Costs/Prorations:

- a) Buyer shall not assume any of Seller's Pre-Closing liabilities with respect to the Property except as specified.
- b) State and local realty transfer taxes assessed in connection with this transaction shall be paid by buyer.
- c) Buyer shall pay all costs associated with its due diligence investigation of the Property.
- d) Each party shall pay its own legal fees.

Broker:

Due to the amount of this transaction, there will be no broker

commissions.

Title & Escrow:

No escrow should be necessary. We will submit a cashiers check in exchange for a signed Grant Deed with the appropriate signature(s). Transaction to occur on June 30, 2016.

Buyer's Access to

Property:

Buyer shall have the right to enter the Property for purposes of testing and measurement during Seller's normal business hours, provided that Buyer requests and receives permission from Seller prior to entering the Property and provided further that any such testing and measurement does not interfere with Seller's use of the Property.

Non-Binding:

This Letter of Intent is for discussion purposes only between the Buyer and the Seller to agree on the business terms of a purchase and sale of the Property. A binding agreement to purchase and sell the Property shall not exist unless and until a definitive Purchase and Sale Agreement (which shall be prepared by Buyer) containing the specific terms and conditions of the transaction has been executed by and delivered to all parties. It is expressly acknowledged that this Letter of Intent does not address all essential terms of the transaction and that such essential terms will be the subject of further negotiations. Neither party may claim any legal rights against the other by reason of any actions taken in reliance upon this Letter of Intent, including but not limited to any partial performance of the transactions contemplated by this Letter of Intent. Either party shall have the right to terminate the negotiations of a formal and final Purchase and Sale Agreement for any reason and for no reason, and neither party owes the other party any duty to negotiate a formal and final Purchase and Sale Agreement.

Duration of Offer:

This offer will expire at 5:00 p.m. on April 29, 2016 at which time it shall become null and void and of no further force or effect.

Please have the Seller indicate their agreement with the foregoing by signing below and returning a copy to the undersigned. We look forward to a favorable response.

Sincerely,

Mick Hill
President and CEO
Mary Tone LLC

Seller Name Signature Printed Name Title





