**PURCHASE AND SALE AGREEMENT**
**AND JOINT ESCROW INSTRUCTIONS**

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|---|---|
| Property: | Unimproved land located immediately south of the Edgemoor Skilled Nursing Facility between Park Center Drive and Cottonwood Avenue in Santee, CA. |
| Assessor's Parcel Number: | 381-051-17 |
| County Parcel Number: | 2013-0091-A |
| Seller: | County of San Diego, a political subdivision of the State of California |
| Buyer: | _____ |

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**PURCHASE AND SALE AGREEMENT**
**AND JOINT ESCROW INSTRUCTIONS**

This Purchase and Sale Agreement and Joint Escrow Instructions ("Agreement") is entered into by and between the County of San Diego, a political subdivision of the State of California, as seller, ("County") and _____, as buyer, ("Buyer") with reference to the following facts:

## RECITALS

A. County is the owner of real property consisting of approximately 11.71 acres of unimproved land between Park Center Drive and Cottonwood Avenue in Santee, California identified as Assessor's Parcel Number 381-051-17, as further described in the attached EXHIBIT "A" LEGAL DESCRIPTION OF PROPERTY and as shown on the map attached as EXHIBIT "B" LOCATION MAP ("Property").

B. The California Surplus Land Act ("SLA") (Government Code Section 54220 et. seq.) requires that the County record certain affordability requirements and restrictions against the Property prior to the disposition of the Property to Buyer. The SLA requires that these affordability requirements and restrictions constitute a covenant running with the Property, binding upon each successive owner of all or any portion of the Property until the expiration of the affordability period.

C. Buyer desires to purchase the Property from County and County desires to sell the Property to Buyer for the price and under the terms and conditions specified in this Agreement.

D. This Agreement constitutes a Purchase and Sale Agreement for the Property and Joint Escrow Instructions to the Escrow Agent identified in this Agreement.

County and Buyer agree as follows:

## ARTICLE 1
## DEFINITIONS

As used in this Agreement, the following terms shall have the following definitions:

"Bid Deposit" is defined in Section 2.3.1 of this Agreement.

"Buyer" is defined in the preamble of this Agreement.

"Buyer's Default" is defined in Section 3.7.4 of this Agreement.

"Close of Escrow" is defined in Section 3.4 of this Agreement.

"Closing Date" is defined in Section 3.4 of this Agreement.

"Closing Date Deadline" is defined in Section 3.4 of this Agreement.

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"County" is defined in the preamble of this Agreement.

"Deposit" is defined in Section 3.4.1 of this Agreement.

"Due Diligence Investigation" is defined in Section 7.1(g) of this Agreement.

"Due Diligence Period" is defined in Section 7.1(g) of this Agreement.

"Effective Date" is defined in the SIGNATURES section of this Agreement.

"Escrow Agent" and "Title Insurer" mean Chicago Title Company, whose contacts are:

*Escrow Agent:*
Renee Marshall, AVP/C & I Senior Escrow Officer/Escrow Manager
Chicago Title Company
2365 Northside Drive
Suite 600
San Diego, CA 92108

Telephone: (619) 230-6356
Email: marshallunit@ctt.com

*Title Officer:*
Ken Cyr, Senior Title Officer, Underwriter
Chicago Title Company
Commercial Industrial & Builder Services
2365 Northside Drive,
Suite 600
San Diego, CA 92108

Telephone: (619) 521-3555
Email: TeamCyrFranklin@ctt.com

"Exception" means any encroachment, overlap, boundary line dispute or other matter that materially or adversely affects title to the Property as shown on the Preliminary Title Report.

"Extension Deposit" is defined in Section 3.4.1. of this Agreement.

"Extension Period" is defined in Section 3.4.1. of this Agreement.

"FTB" is defined in Section 3.5.1 (c). of this Agreement.

"Grant Deed" means that document that is in substantially the same form as EXHIBIT "C" GRANT DEED and that is satisfactory to County, conveying to Buyer County's title to the Property consistent with Section 4.1.2 Approval of Condition of Title of this Agreement.

"Hazardous Materials" means any chemical, compound, material, substance or other matter that is flammable, explosive, asbestos, radioactive nuclear medicine agent or waste, vaccine or pharmaceutical and related wastes, bio-hazardous waste or infectious agent (including but not limited to infectious bodily fluids), wastes with recognizable human blood or any human tissue, sharps, wastes, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially

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injurious by itself or in combination with other materials or is controlled, referred to, designated in or governed by any Hazardous Materials Laws.

"Hazardous Materials Laws" means any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions (including "common law") relating to hazardous substances, hazardous materials, waste, hazardous waste, toxic substances, environmental conditions on, under or about the Property, soil and groundwater conditions or other similar substances or conditions in effect as of the Effective Date or any new or revised Hazardous Materials Laws enacted or adopted prior to the Close of Escrow, including without limitation the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq.), the Federal Hazardous Materials Transportation law (49 U.S.C. Section 5101, et seq.), the State of California Hazardous Waste Control Act and the Carpenter-Presley-Tanner Hazardous Substance Account Act (State of California Health and Safety Code Section 25100, et seq. and Section 78000, et seq.), the Safe Drinking Water and Toxic Enforcement Act (State of California Health and Safety Code Section 25249.5, et seq.), the Porter-Cologne Water Quality Control Act (State of California Water Code Section 13000, et seq.), and the California Environmental Quality Act of 1970, and any amendments to, and regulations implementing, the foregoing.

"Initial Deposit" is defined in Section 2.3 of this Agreement.

"Independent Consideration" is defined in Section 2.4 of this Agreement.

"Inspection" is defined in Section 7.1 of this Agreement.

"Liquidated Damages" are defined in Section 2.3 of this Agreement.

"New Exception" means any encroachment, overlap, boundary line dispute or other matter that materially or adversely affects title to the Property shown on any amended Preliminary Title Report issued by Title Insurer.

"Opening of Escrow" means the date on which the County and Buyer establish an escrow as further described in Section 3.2 of this Agreement.

"Permitted Exceptions" mean (1) those Exceptions and New Exceptions approved by Buyer pursuant to Section 4.1.2 or Section 4.1.3(i) of this Agreement, respectively and (2) the Title Company's standard printed exceptions and exclusions.

"Preliminary Title Report" is defined in Section 4.1.1 of this Agreement.

"Property" is defined in Recital A of this Agreement.

"Purchase Price" is defined in Section 2.2 of this Agreement.

"Restrictive Covenant" means that document that is in substantially the same form as EXHIBIT "D" COVENANT AND RESTRICTION FOR REAL PROPERTY, which County is required to record in accordance with the California Surplus Land Act.

"Section 1542" is defined in Section 4.3.3 of this Agreement.

"Title Policy" means a standard form California Land Title Association Title Insurance Policy.

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## ARTICLE 2
## PROPERTY; PURCHASE PRICE

2.1 Property. Subject to the terms of this Agreement, County agrees to sell to Buyer, and Buyer agrees to purchase from County, the Property, and all easements and rights-of-way related to the Property.

2.2 Purchase Price. The total purchase price for the Property ("Purchase Price") shall be _____ ($_____).

2.2.1 Increased Purchase Price. If Buyer elects to extend the Closing Date Deadline pursuant to Section 3.4.1 of this Agreement, the Purchase Price shall be increased by an amount equal to one percent (1.0%) of the Purchase Price immediately preceding the applicable election to extend.

2.3 Initial Deposit. Buyer shall pay into escrow an initial deposit ("Initial Deposit") in the amount of _____ ($_____.__) or 3.0% of the Purchase Price, whichever is highest, upon the Opening of Escrow. If the Close of Escrow for the sale of the Property occurs, the Initial Deposit shall be applied to the Purchase Price. If the Close of Escrow for the sale of the Property does not occur prior to the Closing Date Deadline due to Buyer's Default, the Initial Deposit shall be paid to County as liquidated damages ("Liquidated Damages") as provided in Section 3.7.4 Liquidated Damages of this Agreement.

2.3.1 Bid Deposit. County acknowledges that County is in possession of ten thousand dollars and no cents ($10,000.00) that Buyer provided to County as a bid deposit ("Bid Deposit") for the Property. Upon the Opening of Escrow, County shall deliver the Bid Deposit to Escrow Officer for deposit into escrow. The Bid Deposit shall be applied towards the total amount of the Initial Deposit leaving a balance due upon Opening of Escrow of _____ ($____.__) to be paid by Buyer.

2.4 Consideration. Concurrently with the Opening of Escrow, Buyer shall pay into escrow the amount of one dollar ($1.00) ("Independent Consideration"). The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights extended to Buyer under this Agreement, including without limitation, the right and option to terminate this Agreement as provided in this Agreement. Escrow Agent shall release the Independent Consideration to County immediately following Buyer's delivery of the Initial Deposit. In all instances under this Agreement where Buyer elects to terminate this Agreement or where Buyer is deemed to have terminated this Agreement, County shall retain the Independent Consideration. The Independent Consideration shall not be treated as consideration given by County for any purpose other than as stated in this section.

## ARTICLE 3
## ESCROW

3.1 Escrow Agent. Escrow Agent is designated, authorized and instructed to act in accordance with the terms of this Agreement.

3.2 Opening of Escrow. Opening of Escrow shall occur within ten (10) business days of the Effective Date of this Agreement.

3.3 Escrow Instructions. This Agreement shall constitute initial escrow instructions to Escrow Agent. County and Buyer shall execute a copy of Escrow Agent's general conditions and any

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additional escrow instructions reasonably required by Escrow Agent to consummate the transaction provided for in this Agreement after Opening of Escrow; provided, however, any additional escrow instructions shall not modify the provisions of this Agreement, unless the instructions (i) state the modification in full and (ii) are signed by both County and Buyer. In the event of any conflict between the terms of this Agreement and the terms of Escrow Agent's general conditions, the terms of this Agreement shall prevail.

3.4 Close of Escrow. The "Close of Escrow" or "Closing Date" shall occur on the day the Escrow Agent records the Grant Deed to the Property in favor of Buyer and delivers the Purchase Price, adjusted pursuant to County's and Buyer's respective obligations under this Agreement, to County. The Close of Escrow shall occur no later than twelve (12) months following the Opening of Escrow ("Closing Date Deadline"), subject to extensions in 3.4.1 below. The Closing Date Deadline shall be extended (i) by one day for each day of delay, at no cost of Buyer, where the delays have been caused by any act or omission of County; (ii) if Buyer extends the Closing Date Deadline pursuant to Section 3.4.1 of this Agreement, or (iii) by the mutual written agreement of County and Buyer.

3.4.1 Extension of Closing Date Deadline; Extension Deposit. Buyer may extend the Closing Date Deadline by two (2) periods of six (6) months each (each an "Extension Period") by providing written notice to County of Buyer's desire to extend pursuant to Section 8.10 and depositing into escrow an additional deposit (each an "Extension Deposit") of three percent (3%) of the Purchase Price immediately preceding the applicable election to extend and which has been increased by 1% in accordance with Section 2.2.1. The Extension Deposit shall be deposited into escrow three (3) business days before the end of the original twelve (12) month escrow period, or three (3) business days before the end of the first six (6) month Extension Period, as applicable. If the Close of Escrow for the sale of the Property does not occur prior to the Closing Date Deadline due to Buyer's Default, the Deposit shall be paid to County as Liquidated Damages. The Initial Deposit, the Bid Deposit, and Extension Deposit(s), as applicable, may be referenced individually in this Agreement or collectively referred to as the "Deposit" in this Agreement.

3.5 Deliveries to Escrow. Prior to the Close of Escrow, County and Buyer shall timely deliver to Escrow Agent the funds and documents required to cause the Close of Escrow. Without limiting the generality of the foregoing, County and Buyer shall deliver to Escrow Agent the following:

3.5.1 County's Deliveries. County shall deliver to Escrow Agent, or cause to be delivered to Escrow Agent the following:

(a) Restrictive Covenant running with land described therein, duly executed by County and acknowledged in recordable form;

(b) the Grant Deed conveying the Property to Buyer, duly executed by County and acknowledged in recordable form conveying to Buyer good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and Restrictive Covenant;

(c) an affidavit executed by County to the effect that County is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 ("Affidavit"), as amended;

(d) a State of California Franchise Tax Board ("FTB") Form 593C and any additional forms required by FTB, all completed by County;

(e) a written statement pertaining to any disclosures required by law;

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(f) Upon request by Escrow Agent and pursuant to Section 6.1.1 of this Agreement, documentation that County's Board of Supervisors has approved the sale of the Property or that County's Director, Department of General Services or a designee has the authority to consummate the sale of the Property; and

(g) the Bid Deposit; and

(h) any and all additional documents that may be reasonably necessary to transfer title to the Property to Buyer as specified in this Agreement or otherwise required by law.

3.5.2 Buyer's Deliveries. Buyer shall deliver or cause to be delivered to Escrow Agent the following:

(a) upon the Opening of Escrow, cash in the amount of the Initial Deposit set forth in Section 2.3 of this Agreement and the Independent Consideration;

(b) Extension Deposits, as applicable, as provided in Section 3.4.1 of this Agreement;

(c) prior to the Close of Escrow, cash in the amount of the Purchase Price, less the Deposit, plus any additional sums required of Buyer under this Agreement for special assessment prorations, expenses, fees including government conveyance fees, and adjustments, which may be deposited by Buyer with Escrow Agent by wire transfer; and

(d) any and all additional documents which may be reasonably necessary to transfer title of the Property to Buyer as specified in this Agreement or otherwise required by law.

3.6 Completion of Documents. Escrow Agent is authorized to complete the documents deposited by County and Buyer into Escrow, when appropriate and consistent with this Agreement.

3.7 Escrow Fees and Costs.

3.7.1 County's Payments. County shall pay:

(a) the cost of any disclosure statement the County is required to provide by law; and

(b) any operating expenses for the Property prior to the Closing Date, including, but not limited to, insurance, utilities, interest on encumbrances, taxes and maintenance expenses.

3.7.2 Buyer's Payments. Buyer shall pay:

(a) the Escrow Agent's escrow fee; and

(b) any escrow termination charge; and

(c) the cost of the Title Policy described in Section 4.2 of this Agreement; and

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(d) any special assessments from the Closing Date through the end of the current tax year, in accordance with the tax demand received from the San Diego County Treasurer-Tax Collector; and

(e) government conveyance fees; and

(f) all other expenses related to the escrow for the Property unless expressly itemized within this document as a county expense, including, but not limited to, recording fees, documentary stamp taxes, transfer tax, and any other title and escrow fees and charges.

3.7.3 Default. Notwithstanding Section 3.7.2 of this Agreement, in the event of a default by Buyer or County under this Agreement, all cancellation and other escrow charges shall be paid by the defaulting party.

3.7.4 Liquidated Damages. In addition, in the event the Close of Escrow does not occur due to a Buyer Default under this Agreement, the Agreement will terminate and the rights and obligations of the parties will terminate, and the Deposit will be immediately delivered by escrow holder to County on County's request. The Deposit will be deemed Liquidated Damages for Buyer's nonperformance as County's sole and exclusive remedy against Buyer (including, without limitation, County's right to seek specific performance of this Agreement and to receive damages) for Buyer's failure to purchase the Property. The damages caused by a Buyer default under this Agreement will be extremely difficult and impractical to ascertain for the following reasons: (i) the damages to which County would be entitled in a court of law will be based in part on the difference between the actual value of the Property at the Closing Date Deadline and the Purchase Price for the Property set forth in this Agreement; (ii) proof of the amount of the damages will be based on opinions of value of the Property which can vary in significant amounts; and (iii) it is impossible to predict as of the Effective Date of this Agreement whether the value of the property will increase or decrease as of the Closing Date. Buyer desires to limit the amount of damages for which Buyer might be liable should Buyer breach this Agreement.

Buyer and County wish to avoid the costs and lengthy delays which would result if County filed a lawsuit to collect its damages for a breach of this Agreement. Therefore, the Deposit shall be deemed to constitute a reasonable estimate of County's damages under the provisions of State of California Civil Code Section 1671 and, except as provided below, County's sole and exclusive remedy in the event the Close of Escrow does not occur as a result of Buyer's Default under this Agreement shall be limited to the Deposit. Nothing contained in this section shall waive or otherwise limit County's remedies or damages from claims of County against Buyer arising out of Buyer's indemnification obligations under this Agreement or waive or otherwise limit County's rights to obtain from Buyer all of County's expenses of enforcing the Liquidated Damages provision, including, without limitation, attorney's fees and costs. Buyer and County have reviewed the effect of this provision with legal counsel and have agreed that the Liquidated Damages are a reasonable and fair estimate of the damages that County will sustain. By initialing this provision in the spaces below, County and Buyer each specifically affirm their respective agreements contained in this section.

Buyer's Initials: _____ County's Initials: _____

The occurrence of any of the following shall constitute "Buyer's Default" for purposes of this Section: (1) Buyer's failure to perform any covenant or meet any condition required by this Agreement (including, but not limited to, Buyer's failure to timely submit any document or funds to Escrow Agent as

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reasonably necessary to close the escrow pursuant to the terms and conditions of this Agreement); (2) Buyer's failure to comply with any restriction or prohibition in the Agreement; (3) Buyer's failure to comply at all times with Buyer's representations and warranties, or (4) Buyer's improper termination of this Agreement; (5) any other event or circumstance that, with passage of time or giving of Notice, or both, would constitute a breach of this Agreement by Buyer.

3.8 Existing Encumbrances. Escrow Agent is authorized to secure beneficiary demands and requests for reconveyance for those monetary liens which are not a Permitted Exception. County has the right to approve all demands and statements described in this section, but approval shall not be unreasonably withheld or delayed.

## ARTICLE 4
## TITLE MATTERS

4.1 Preliminary Title Report.

4.1.1 Delivery to Buyer. Buyer has received a copy of the Preliminary Title Report No. 00185199-993-SD2-CFU dated June 4, 2026 ("Preliminary Report"), issued by Title Insurer reflecting the status of title to the Property.

4.1.2 Approval of Condition of Title. Buyer approves the condition of title to the Property, including the Permitted Exceptions. There are no items to be cleared from the title by County prior to Close of Escrow.

4.1.3 Amendment of Preliminary Report. If any New Exception to the Preliminary Title Report arises after the Effective Date and prior to the Close of Escrow, then Buyer may elect, at any time prior to Close of Escrow, to either (i) waive any objection Buyer may have to any New Exception and accept title to the Property subject to the New Exception, (ii) request that County remove the New Exception, or (iii) terminate this Agreement.

4.2 Title Insurance. Title Insurer shall issue a Title Policy insuring Buyer's title to the Property in the amount of the Purchase Price, subject only to the Permitted Exceptions.

4.3 Condition of the Property.

4.3.1 No Seller Representations. Buyer acknowledges that, except as explicitly set forth in Section 6.1, County has made no representations or warranties, express or implied, regarding the Property or matters affecting the Property, whether made by County, on County's behalf, or otherwise, including, without limitation, the physical condition of the Property (including, without limitation, any improvements on the Property); the size or square footage of the Property or any improvements; the age of any improvements, title to, or the boundaries of the Property; pest control matters; utilities; soil conditions; the presence, existence or absence of Hazardous Materials or other environmental issues; compliance with building, health, safety, land use and zoning laws; structural and other engineering characteristics (including seismic damage); economic conditions or projections; or any other information pertaining to the Property (including, without limitation, any due diligence materials or document delivered by County to Buyer under this Agreement) or the market and physical environments in which the Property is located. Buyer assumes sole and complete responsibility for the Property upon transfer of title, all risk of adverse physical characteristics and existing conditions, tort liability, and compliance with any and all federal, state and local laws, regulations, rules, orders or ordinances relating to the condition

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of the Property, including Hazardous Materials Laws. Further, County makes no representation or warranty as to the truth, accuracy or completeness of any materials, date or information delivered or otherwise made available by County to the Buyer in connection with this sale of County property. Buyer acknowledges and agrees that any materials, date or information delivered or otherwise made available by County to the Buyer are provided for convenience only and that any reliance on or use of such materials by Buyer shall be at the sole risk of Buyer. County shall have no liability to Buyer for any inaccuracy in or omission from any such materials, date, or information.

4.3.2 Buyer's Reliance on Buyer's Investigations. Buyer expressly acknowledges and agrees: (a) that Buyer is taking the Property "as is" with any and all latent and patent defects and that there is no warranty by County that the Property is fit for a particular purpose; (b) except as expressly provided in Section 6.1, Buyer is not relying upon any representation, statement or other assertion with respect to the condition of the Property, but is relying solely upon the Buyer's own independent factual, physical, and legal investigations, examination, and inquiries and the materials and information prepared by Buyer or by third parties at Buyer's request in determining that the Property and each portion thereof is suitable and adequate in all respects for any and all activities and uses which Buyer may elect to conduct thereon (c) Buyer takes the Property under the express understanding that, except as expressly provided in this Agreement, there are no express or implied warranties (except for limited warranties of title set forth in the deed to be delivered at the Close of Escrow); (d) that Buyer is (or by the completion of the Due Diligence Period will be) fully acquainted with the nature and condition, in all respects, of the Property, including the existence or availability of all permits and approvals from governmental authorities; (e) that Buyer will be acquiring the Property subject to any and all adverse matters including, but not limited to, latent and patent defects.

The provisions of this section shall survive indefinitely the Closing Date or termination of this Agreement and shall not be merged into the closing documents.

Buyer's Initials: _____ Buyer's Initials: _____

4.3.3 Section 1542 Waiver. Buyer hereby waives and releases County and County's elected officials, officers, employees, trustees, agents, successors, volunteers and assigns (collectively, together with County, the "County Parties") to the extent permitted by law from against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court expenses, (collectively, "Claims"), known or unknown, foreseen or unforeseen, arising out of this Agreement and the Property, including the condition of the Property. Buyer acknowledges that Buyer has read and is familiar with the provisions of State of California Civil Code Section 1542 ("Section 1542"), which is set forth below:

> "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

By initialing below, Buyer expressly waives the provisions of Section 1542 solely in connection with the matters which are the subject of the waivers and releases in this Agreement:

Buyer's Initials: _____ Buyer's Initials: _____

The waiver and release by Buyer shall survive indefinitely the Closing Date or termination of this

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Agreement and shall not be merged into the closing documents.

4.3.4 Condition of Title. It shall be a condition to the Close of Escrow for Buyer's benefit that title to the Property shall be conveyed to Buyer by the Grant Deed subject to the following condition of title:

(a) Restrictive Covenant

(b) matters affecting the condition of title created by or with the written consent of Buyer;

(c) all applicable laws, ordinances, maps, resolutions, rules and regulations (including, but not limited to, those relative to building, zoning and land use) of all governmental authorities affecting the Property or the development, use, occupancy or enjoyment of the Property; and

(d) all matters which an accurate survey of the Property conducted at the time of the Closing Date would show and any facts which a personal inspection of the Property made at the time of the Closing Date would disclose.

## ARTICLE 5
## CLOSE OF ESCROW

5.1 Buyer's Conditions to Close of Escrow. Close of Escrow shall be subject to satisfaction or waiver of each of the following conditions precedent for the benefit of Buyer:

(a) the Title Insurer's written agreement to issue or issuance of the Title Policy in the form required by Section 4.2 of this Agreement;

(b) the continued accuracy of the representations and warranties of County set forth in Section 6.1 of this Agreement; and

5.1.1 Waiver of Buyer's Conditions to Close of Escrow. Buyer may unilaterally waive, in writing, any or all of the conditions described in Section 5.1 of this Agreement. If Buyer elects to proceed with the Close of Escrow, notwithstanding the nonsatisfaction of a condition in Section 5.1 of this Agreement, there shall be no liability on the part of County for breaches of representations and warranties of which Buyer had knowledge as of the Closing Date.

5.1.2 Failure of Conditions; Termination by Buyer. If any of the conditions described in Section 5.1 of this Agreement are neither satisfied nor waived, Buyer may terminate this Agreement and the escrow by giving written notice of termination to County and Escrow Agent. In the event of termination, Buyer shall be relieved of any obligation to purchase the Property and to pay any costs associated with this Agreement. The termination of this Agreement shall not limit any other legal rights and remedies available to Buyer if the failure of conditions is the result of a default by County.

5.2 County's Conditions to Close of Escrow. Close of Escrow shall be subject to satisfaction or waiver of each of the following conditions precedent for the benefit of County:

(a) the continued accuracy of the representations and warranties of Buyer set forth in Section 6.2 of this Agreement in all material respects;

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(b) as of the Closing Date, Buyer shall have performed Buyer's obligations under this Agreement and all deliveries to be made at the Close of Escrow have been tendered, including those required under Section 3.5.2 of this Agreement;

(c) there shall exist no actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, pending or threatened against Buyer that would materially and adversely affect Buyer's ability to perform Buyer's obligations under this Agreement; and

(d) there shall exist no pending or threatened action, suit or proceeding with respect to Buyer before or by any court or administrative agency which seeks to restrain or prohibit, or to obtain damages or a discovery order with respect to, this Agreement or the consummation of the transaction contemplated by this Agreement.

5.2.1 Waiver of County's Conditions to Close of Escrow. County may unilaterally waive, in writing, any or all of the conditions described in Section 5.2 of this Agreement. If County elects to proceed with the Close of Escrow, notwithstanding the nonsatisfaction of a condition in Section 5.2 of this Agreement, there shall be no liability on the part of Buyer for breaches of representations and warranties of which County had knowledge as of the Closing Date.

5.2.2 Failure of Conditions; Termination by County. If any of the conditions described in Section 5.2 of this Agreement are neither satisfied nor waived, County may terminate this Agreement and the escrow by giving written notice of termination to Buyer and Escrow Agent. In the event of termination, County shall be relieved of any obligation to sell the Property to Buyer and to pay any costs associated with this Agreement. The termination of this Agreement shall not limit any other legal rights and remedies available to County if the failure of conditions is the result of a default by Buyer.

5.3 Prorations. For purposes of prorations only, on the Closing Date the Property shall be considered to be owned by Buyer and all prorations provided in this Agreement to be made as of the Closing Date shall each be made as of the end of the day before the Closing Date. The portion of the proration applicable to periods beginning as of Closing Date shall be credited to Buyer or charged to Buyer as applicable and the portion of the proration applicable to periods ending as of Closing Date shall be credited to County or charged to County as applicable.

5.4 Distribution of Funds and Documents. On or before the Closing Date, Escrow Agent shall:

5.4.1 Recordation of Documents. Submit to the County Recorder of San Diego County first the Restrictive Covenant, then the Grant Deed for the Property, followed by any other document to be recorded under the terms of this Agreement or by general usage, and, after recordation, cause the County Recorder to mail the Grant Deed to the Buyer, and any other document recorded pursuant to this Agreement to that person acquiring rights under this Agreement for whose benefit the document was recorded.

5.4.2 Non-Recorded Documents. Deliver by United States mail (or hold for personal pickup, if requested):

(a) the Title Policy to Buyer;

(b) one (1) signed copy of Escrow Agent's closing statement showing all receipts and disbursements of the escrow to both County and Buyer;

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(c) the documents required in Section 3.5.1(b)-(d) of this Agreement; and

(d) any other non-recorded document received under this Agreement to the payee or person acquiring rights under this Agreement or for whose benefit the document was acquired.

5.4.3 Distribution of Funds. Deliver by United States mail (or as otherwise instructed by the receiving party):

(a) to County, or order, the cash portion of the Purchase Price, adjusted for charges, credits and debits provided for in this Agreement; and

(b) to Buyer, or order, any excess funds delivered to Escrow Agent by Buyer.

## ARTICLE 6
## REPRESENTATIONS AND WARRANTIES

6.1 County's Representations and Warranties. County warrants that as of the date of this Agreement and as of the Close of Escrow:

6.1.1 Authority. County has full legal right, power and authority to execute and fully perform County's obligations under this Agreement, without the need for any further action and the persons executing this Agreement and other documents required under this Agreement on behalf of County are the only persons required to execute the documents to legally effect the transactions contemplated by this Agreement and are fully authorized to do so.

6.1.2 Claims, Litigation. There is no action or proceeding pending and, to County's knowledge, County has received no written notice of any threatened actions or proceedings against County or the Property, including condemnation proceedings that challenge or impair County's ability to execute or perform County's obligations under this Agreement.

6.1.3 Governmental Regulations. To County's knowledge, County has received no notice of violation of any applicable zoning regulation or ordinance or other law, order, ordinance, rule, regulation, code or requirement affecting or relating to the construction, use or occupancy of the Property, nor any written notice of violation of any covenant, condition or restriction affecting the Property.

6.1.4 County's Knowledge. "County's knowledge" as used in this Agreement means the current, actual knowledge of County's Director, Department of General Services, without any duty of inquiry or investigation and without any personal liability. The term "written notice" to County, or similar phrases, as used in this Agreement shall mean written notice addressed specifically to County's Director, Department of General Services and received in County's offices at the address stated in Section 8.10 of this Agreement. County's representations and warranties are qualified by any knowledge obtained by Buyer during Buyer's Due Diligence Investigation and by any due diligence materials delivered by County to the Buyer under this Agreement.

6.2 Buyer's Representations and Warranties. As a material inducement to County to execute this Agreement and consummate this transaction, Buyer represents and warrants to County that:

(a) Authority. Buyer has full legal right, power and authority to execute and fully

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perform Buyer's obligations under this Agreement, without the need for any further action and the persons executing this Agreement and other documents required under this Agreement on behalf of Buyer are the only persons required to execute the documents to legally effect the transactions contemplated by this Agreement and are fully authorized to do so.

(b) Conflicts and Pending Action. There is no agreement to which Buyer is a party or to Buyer's knowledge binding on Buyer which is in conflict with this Agreement. There is no action or proceeding pending or, to Buyer's knowledge, threatened against Buyer which challenges or impairs Buyer's ability to execute or perform Buyer's obligations under this Agreement.

## ARTICLE 7
## ADDITIONAL OBLIGATIONS

7.1 Access to Property. County shall allow Buyer and Buyer's agents reasonable access to the Property, during reasonable business hours and upon reasonable notice, for the purpose of inspecting, surveying and testing the Property, including examination of soils, building materials, environmental factors, Hazardous Materials and archeological information, and for other purposes reasonably related to Buyer's right to purchase the Property ("Inspection"). Buyer shall perform all work in a safe manner, repair any damage to the Property, and Buyer shall indemnify County as provided in Section 7.2 of this Agreement. Access shall be coordinated with County, and County may require all access to be supervised by an authorized representative of County.

Access to the Property shall be subject to the following conditions:

(a) The Inspection shall be conducted in full compliance with all laws, zoning restrictions, ordinances, rules, regulations or requirements of any governmental or quasi-governmental agency with jurisdiction over the Property.

(b) Prior to entering the Property to perform any Inspection, Buyer or Buyer's contractors shall provide County a certificate of insurance showing that Buyer or Buyer's contractor maintains in full force and effect a policy of comprehensive general liability insurance (i) covering the activities of Buyer or Buyer's contractor (including employees, independent contractors and agents) in connection with the Inspection, (ii) in an amount of not less than two million dollars ($2,000,000) combined single limit for bodily injury, personal injury and property damage, per occurrence, and contractual liability from a carrier reasonably acceptable to County, (iii) naming County and County's Board of Supervisors as additional insureds by separate endorsement, and (iv) requiring at least thirty (30) days' written notice to County prior to cancellation or reduction in coverage.

(c) Any testing or investigation involving physical invasion or sampling of the components of the improvements or the surface of the Property are to be made by Buyer only after obtaining the express written consent of County, which may be withheld or conditioned in County's sole discretion.

(d) Promptly after any physical inspection of the Property, Buyer at Buyer's sole expense shall restore the Property to the condition that existed immediately prior to the inspection.

(e) Buyer shall not permit any mechanics' or other liens to be filed against the Property as a result of Buyer exercising Buyer's right of entry and Buyer at Buyer's sole expense shall cause any liens so filed to be removed within five (5) days after filing, by bond or otherwise.

(f) Buyer's obligations under this section shall survive the Closing Date or the termination of

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this Agreement.

(g) Buyer shall have 60 days from the opening of escrow ("Due Diligence Period") to conduct the Inspection and to perform all other due diligence, including, but not limited to, reviewing all publicly available historical documents pertaining to the Property, completing an ALTA survey, and performing a comprehensive title search (collectively, "Due Diligence Investigation"). During the Due Diligence Period, Buyer shall have the right to cancel escrow and terminate this Agreement by delivering a written notice to County and Escrow Agent if Buyer disapproves of the condition of the Property. If Buyer timely terminates the Agreement prior to the expiration of the Due Diligence Period, the Initial Deposit and Bid Deposit shall be returned to the Buyer and neither party shall have any further rights or obligations of this Agreement, except that the Buyer shall deliver to County copies of all surveys and engineering and environmental studies conducted on the Property. If the Buyer does not terminate the Agreement prior to the expiration of the Due Diligence Period, the Buyer shall be deemed to unconditionally accept the condition of the Property.

7.2 Buyer's Indemnity. Buyer shall indemnify, defend and hold County Parties harmless from and against any and all Claims arising directly or indirectly, in whole or in part, out of Buyer's Due Diligence Investigation, including but not limited to any investigative or construction related activity. Buyer's obligations under this section shall survive the Closing Date or the termination of this Agreement.

## ARTICLE 8
## GENERAL PROVISIONS

8.1 Assignment. Buyer shall not have the right to assign this Agreement without the prior written consent of County, which may be withheld or conditioned in County's sole discretion.

8.2 Contingency. This Agreement shall bind Buyer and County only following approval of this Agreement by County's Board of Supervisors and the execution of this Agreement by the authorized signatories of Buyer and County.

8.3 Entire Agreement. This Agreement together with all exhibits attached to this Agreement and other agreements expressly referred to in this Agreement, constitutes the entire agreement between County and Buyer with respect to the subject matter contained in this Agreement. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

8.4 Exhibits. All exhibits referred to in this Agreement are attached to this Agreement and are incorporated into this Agreement by reference.

8.5 Further Assurances. County and Buyer shall perform any further acts and execute and deliver any additional documents and instruments that may be reasonably required to carry out the provisions of this Agreement and the intentions of County and Buyer.

8.6 Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

8.7 Construction. The captions and section headings used in this Agreement are inserted for convenience only and are not intended to define, limit or affect the construction or interpretation of any term or provision of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and vice versa. This Agreement shall not be construed as if the Agreement had

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been prepared by County or Buyer, but rather as if County and Buyer had jointly prepared this Agreement.

8.8 Modification, Waiver, Amendment. No modification, waiver, amendment or discharge of this Agreement shall be valid unless the modification, waiver, amendment or discharge is in writing and signed by County and Buyer.

8.9 No Other Inducement. The making, execution and delivery of this Agreement by the County and Buyer has been induced by no representations, statements, warranties or agreements other than those expressed in this Agreement.

8.10 Notices. All notices or other communications required or permitted under this Agreement shall be in writing, and shall be personally delivered by a reputable courier delivery service, sent by United States Postal Service certified mail, postage prepaid, return receipt requested, or sent by e-mail, and shall be deemed received upon the earlier of (i) if personally delivered or delivered by a reputable courier delivery service, the date of delivery to the address of the person to receive the notice, (ii) if mailed, two (2) business days after the date of posting by the United States Postal Service, (iii) if given by e-mail, when sent. Any notice, request, demand, direction or other communication sent by e-mail must be confirmed within forty-eight (48) hours by letter mailed or delivered in accordance with this section.

If to County:
County of San Diego
Department of General Services
Attention: Marko Medved, P.E., CEM, Director
5560 Overland Avenue, Suite 410
San Diego, California 92123

Email: DGSRESDisposition@sdcounty.ca.gov

If to Buyer:
_____
_____
_____
_____
_____

Email: _____

If to Escrow Agent:
Chicago Title Company
Attention: Renee Marshall, AVP/C & I Senior Escrow Officer/Escrow Manager
2365 Northside Drive
Suite 600
San Diego, California 92108

Telephone: 619-230-6356
E-mail: marshallunit@ctt.com

If to Title Officer:
Chicago Title Company
Commercial Industrial & Builder Services
Attention: Ken Cyr, Senior Title Officer, Underwriter
2365 Northside Drive

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Suite 600
San Diego, California 92108

Telephone: 619-521-3555
E-mail: TeamCyrFranklin@ctt.com

Any notice of change of address shall be given by written notice in the manner detailed in this section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

8.11 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.12 Specific Performance and Other Remedies. If County defaults in County's obligation to sell and convey the Property to Buyer pursuant to this Agreement, Buyer's sole remedy shall be to elect one of the following: (i) to terminate this Agreement, or (ii) to bring a suit for specific performance provided that any suit for specific performance must be brought within ninety (90) days of County's default, to the extent permitted by law, and Buyer waives the right to bring suit at any later date. This Agreement confers no present right, title or interest in the Property to Buyer and Buyer agrees not to file a lis pendens or other similar notice against the Property except in connection with, and after, the proper filing of a suit for specific performance.

8.13 Successors. Subject to the limitations on assignment set forth in Section 8.1 of this Agreement, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by County and Buyer and their respective heirs, legal representatives, successors, and assigns.

8.14 Time. Time is of the essence of each provision of this Agreement.

8.15 Time Period Computation. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and County, State or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or County, State or national holiday, the act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or County, State or national holiday.

8.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by the party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent the party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

8.17 Singular and Plural. Words used in this Agreement in the singular, where the context so permits, shall be deemed to include the plural. Words used in this Agreement in the plural, where the context so permits, shall be deemed to include the singular.

8.18 Counterparts, Electronic Transmittal, Electronic Signatures. This Agreement may be executed in counterparts, and County and Buyer agree that each counterpart shall constitute one agreement binding on County and Buyer, notwithstanding that County and Buyer are not signatory to an

DRAFT

original or same counterpart. Executed counterparts of this Agreement may be transmitted electronically, and County and Buyer agree that each counterpart of a fully executed Agreement transmitted electronically via pdf attachment shall be binding as if the signatures transmitted electronically were original signatures. This Agreement may be executed using electronic signatures, and County and Buyer agree that each electronic signature shall have the same legal effect and enforceability as a manually executed signature to the extent provided for in the Uniform Electronic Transactions Act codified in State of California Civil Code Sections 1633.1 - 1633.17.

8.19 No Third-Party Beneficiary. This Agreement is made solely for the benefit of the Parties, and no other person or entity may have or acquire any right by virtue of this Agreement.

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALY LEFT BLANK**
**THE SIGNATURE PAGE IS ON THE FOLLOWING PAGE**

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**SIGNATURES**

County and Buyer have executed this Agreement as of the dates written below. This Agreement shall be effective as of the date of the Agreement's execution by County's Director, Department of General Services or a designee ("Effective Date").

COUNTY**:**

County of San Diego,
a political subdivision of the State of California

Date: _____ By: _____
Marko Medved, P.E., CEM, Director
Department of General Services

BUYER:

_____
_____

Date: _____ By: _____

\ACCEPTANCE BY ESCROW HOLDER:

Chicago Title Company acknowledges that it has received a fully executed counterpart of the Agreement and agrees to act as Escrow Holder under the Agreement and to be bound by and perform the terms of the Agreement as the terms apply to Escrow Holder.

Date: _____ Chicago Title Company, a California corporation

By: _____

Name: _____

Title: _____

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

**APN: 381-051-17**

**Parcel No. 2013-0091-A**

**THAT PORTION** of Lot 1 of Block 2 of the Subdivision of Lots "H" and "O" of RANCHO EL CAJON, in the City of Santee, County of San Diego, State of California, according to Map thereof No. 817, filed in the Office of the County Recorder of said County on April 2, 1896, described as follows:

**COMMENCING** at the Southeasterly corner of that land described in Parcel No. 2012-0128-A in deed to the City of Santee recorded June 12, 2014 as Document No. 2014-0243460 in said County Recorder's Office;

THENCE along the Easterly line of said City's land, North 01°43'14" East, 45.39 feet to a point on the Southerly line of a 30-foot-wide easement to Padre Dam Municipal Water District recorded August 12, 2009 as Document No. 2009-0451673 in said County Recorder's Office, said point being the **TRUE POINT OF BEGINNING**:

THENCE along said Southerly line, North 88°08'38" East, 8.73 feet;

THENCE continuing along said Southerly line and its Easterly prolongation, South 89°58'28" East, 734.05 feet to the centerline of Cottonwood Avenue according to said Map 817;

THENCE along said centerline, North 01°43'14" East, 772.65 feet;

THENCE leaving said centerline, North 88°13'13" West, 109.04 feet to a point hereinafter known as "**Point A**" ;

THENCE South 67°09'31" West, 179.04 feet;

THENCE North 46°43'37" West, 12.68 feet to the beginning of a non-tangent 61.85 foot radius curve, concave northerly, a radial to said curve, at said point, bears South 31°12'54" East;

THENCE Westerly along the arc of said curve, through a central angle of 41°34'02", a distance of 44.87 feet;

THENCE South 44°54'20" West, 105.04 feet; THENCE North 88°44'41" West, 133.44 feet;

THENCE South 86°18'17" West, 45.48 feet; THENCE North 88°20'43" West, 67.38 feet to a point hereinafter known as "**Point B**";

THENCE North 88°20'43" West, 100.16 feet to a point on the centerline of Park Center Drive, being also a point on the Easterly line of said deed to the City of Santee;

THENCE along said centerline and said Easterly line, South 1°43'14" West, 637.61 feet to the **TRUE POINT OF BEGINNING**.

Contains 11.71 acres, more or less.

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**RESERVING THEREFROM** a right of access to the hereinafter described reserved easements for drainage structures for maintenance purposes from either Park Center Drive or Cottonwood Avenue by the shortest practical route.

**ALSO RESERVING THEREFROM**, an Easement for City Street Purposes, over, under, through and across the Easterly 30.00 feet thereof, the Westerly 42.00 feet thereof and within a 45.00 foot radius circle centered on Point "C", described in said deed to the City of Santee.

**ALSO RESERVING THEREFROM** an easement for drainage structures described as follows:

A strip of land 15.00 feet wide, 7.50 feet on each side of the following described centerline:

**BEGINNING** at "Point A" described above;
THENCE South 1°56'41" West, 24.06 feet to the **POINT OF TERMINUS**.

**ALSO RESERVING THEREFROM** an easement for drainage structures described as follows:

A strip of land 15.00 feet wide, 7.50 feet on each side of the following described centerline:

**BEGINNING** at "Point B" described above;
THENCE South 16°20'45" West, 138.51 feet to the **POINT OF TERMINUS**.

The sidelines of the hereinabove described 15.00 foot wide strips shall be lengthened or shortened, as necessary to terminate Northerly in the northerly boundary of **Parcel No. 2013-0091-A**, hereinabove described, and Southerly in a line perpendicular to the centerline of said strips through their respective **POINT OF TERMINUS.**

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**EXHIBIT "B"**
**LOCATION MAP**

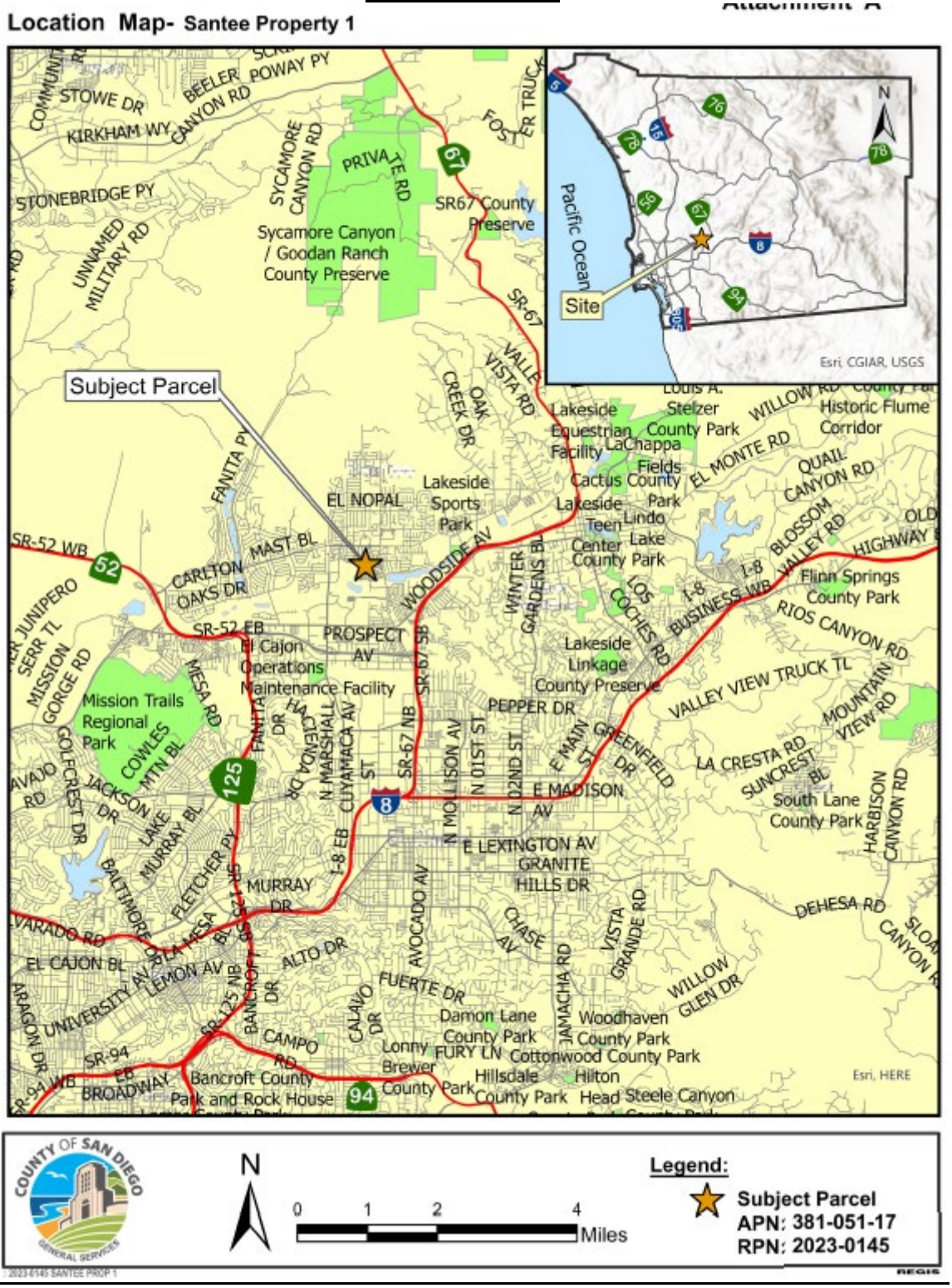


**EXHIBIT "B"**
**SITE MAP**



**EXHIBIT "C"**
**GRANT DEED**

RECORDING REQUESTED BY DEPARTMENT OF GENERAL SERVICES

**WHEN RECORDED, PLEASE RETURN THIS INSTRUMENT TO, AND MAIL TAX STATEMENTS TO:**

(Buyer Address)

**SPACE ABOVE FOR RECORDER'S USE ONLY**

## GRANT DEED

**Project:** Santee Surplus

**Work Task No.:** WT - 4031051
**R.E.S. Parcel No.:** 2013-0091-A

**THE UNDERSIGNED GRANTOR(S) DECLARES**
**DOCUMENTARY TRANSFER TAX DUE $_____ FROM BUYER**
☐ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED
☐ UNINCORPORATED AREA
☒CITY OF _SANTEE_____
**Assessor's Parcel No.:** 381-051-17

For a valuable consideration, the receipt of which is hereby acknowledged,

The **County of San Diego, a political subdivision of the State of California**

Do(es) hereby GRANT in FEE to the **(Buyer),** all that real property in the County of San Diego, State of California described as follows:

**PARCEL NO. 2013-0091-A** (03.23.2024) (WAR:TJM:pet)

**THAT PORTION** of Lot 1 of Block 2 of the Subdivision of Lots "H" and "O" of RANCHO EL CAJON, in the City of Santee, County of San Diego, State of California, according to Map thereof No. 817, filed in the Office of the County Recorder of said County on April 2, 1896, described as follows:

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**COMMENCING** at the Southeasterly corner of that land described in Parcel No. 2012-0128-A in deed to the City of Santee recorded June 12, 2014, as Document No. 2014-0243460 in said County Recorder's Office;

THENCE along the Easterly line of said City's land, North 01°43'14" East, 45.39 feet to a point on the Southerly line of a 30 foot wide easement to Padre Dam Municipal Water District recorded August 12, 2009 as Document No. 2009-0451673 in said County Recorder's Office, said point being the **TRUE POINT OF BEGINNING**:

THENCE along said Southerly line, North 88°08'38" East, 8.73 feet;

THENCE continuing along said Southerly line and its Easterly prolongation, South 89°58'28" East, 734.05 feet to the centerline of Cottonwood Avenue according to said Map 817;

THENCE along said centerline, North 01°43'14" East, 772.65 feet;

THENCE leaving said centerline, North 88°13'13" West, 109.04 feet to a point hereinafter known as "**Point A**";

THENCE South 67°09'31" West, 179.04 feet;

THENCE North 46°43'37" West, 12.68 feet to the beginning of a non-tangent 61.85 foot radius curve, concave northerly, a radial to said curve, at said point, bears South 31°12'54" East;

THENCE Westerly along the arc of said curve, through a central angle of 41°34'02", a distance of 44.87 feet;

THENCE South 44°54'20" West, 105.04 feet; THENCE North 88°44'41" West, 133.44 feet;

THENCE South 86°18'17" West, 45.48 feet; THENCE North 88°20'43" West, 67.38 feet to a point hereinafter known as "**Point B**";

THENCE North 88°20'43" West, 100.16 feet to a point on the centerline of Park Center Drive, being also a point on the Easterly line of said deed to the City of Santee;

THENCE along said centerline and said Easterly line, South 1°43'14" West, 637.61 feet to the **TRUE POINT OF BEGINNING**.

Contains 11.71 acres, more or less.

**RESERVING THEREFROM** a right of access to the hereinafter described reserved easements for drainage structures for maintenance purposes from either Park Center Drive or Cottonwood Avenue by the shortest practical route.

**ALSO RESERVING THEREFROM**, an Easement for City Street Purposes, over, under, through and across the Easterly 30.00 feet thereof, the Westerly 42.00 feet thereof and

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within a 45.00 foot radius circle centered on Point “C”, described in said deed to the City of Santee.

**Parcel No. 2013-0091-A (CONTINUED)**

**ALSO RESERVING THEREFROM** an easement for drainage structures described as follows:

A strip of land 15.00 feet wide, 7.50 feet on each side of the following described centerline:

**BEGINNING** at “Point A” described above;
THENCE South 1°56’41” West, 24.06 feet to the **POINT OF TERMINUS**.

**ALSO RESERVING THEREFROM** an easement for drainage structures described as follows:

A strip of land 15.00 feet wide, 7.50 feet on each side of the following described centerline:

**BEGINNING** at “Point B” described above;
THENCE South 16°20’45” West, 138.51 feet to the **POINT OF TERMINUS**.

The sidelines of the hereinabove described 15.00 foot wide strips shall be lengthened or shortened, as necessary to terminate Northerly in the northerly boundary of **Parcel No. 2013-0091-A**, hereinabove described, and Southerly in a line perpendicular to the centerline of said strips through their respective **POINT OF TERMINUS.**

**SEE EXHIBIT “A” ATTACHED HERETO CONSISTING OF 1 PAGE, FOR ILLUSTRATIVE PURPOSES ONLY AND IS NOT INTENDED TO BE USED IN THE CONVEYANCE OF LAND.**

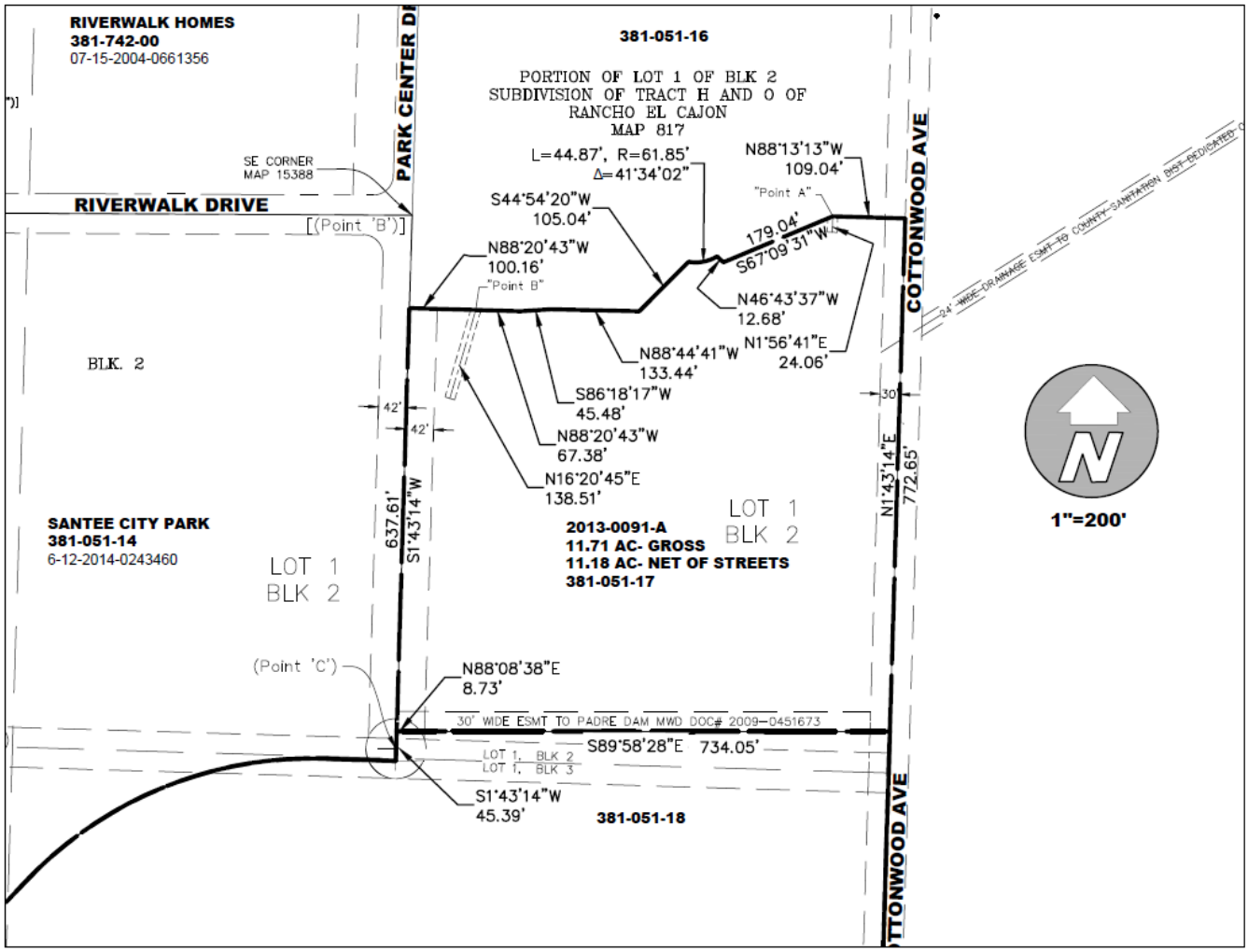
SUBJECT TO AN OFFER OF DEDICATION for PUBLIC STREET, PATHWAY, OR ENTRY ROAD PURPOSES, described in said deed to the City of Santee in Parcel No. 2012-0128-B (subsection 2), recorded in the Office of the San Diego County Recorder on June 12, 2014 as Document No. 2014-0243460.

**ALSO TOGETHER WITH** all tenements, hereditaments, water and other rights, easements and appurtenances thereunto belonging or appertaining, and all of Grantor’s right, title and interest, if any, in and to any alleys, streets, ways, strips or gores or railroad rights-of-way abutting, adjoining or appurtenant to said land and in any means of ingress or egress appurtenant thereto.

Subject to restrictions, reservations, and easements of record.

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EXHIBIT A


RIVERWALK HOMES
381-742-00
07-15-2004-0661356
381-051-16
PORTION OF LOT 1 OF BLK 2
SUBDIVISION OF TRACT H AND O OF
RANCHO EL CAJON
MAP 817
PARK CENTER DR
SE CORNER
MAP 15388
RIVERWALK DRIVE
[(Point 'B')]
L=44.87', R=61.85'
Δ=41°34'02"
N88°13'13"W
109.04'
"Point A"
S44°54'20"W
105.04'
179.04'
S67°09'31"W
N88°20'43"W
100.16'
"Point B"
N46°43'37"W
12.68'
N1°56'41"E
24.06'
COTTONWOOD AVE
24' WIDE DRAINAGE ESMT TO COUNTY SANITATION DIST DEDICATED
BLK. 2
N88°44'41"W
133.44'
S86°18'17"W
45.48'
N88°20'43"W
67.38'
N16°20'45"E
138.51'
42'
42'
30'
637.61'
S1°43'14"W
N1°43'14"E
772.65'
LOT 1
BLK 2
2013-0091-A
11.71 AC- GROSS
11.18 AC- NET OF STREETS
381-051-17
SANTEE CITY PARK
381-051-14
6-12-2014-0243460
LOT 1
BLK 2
(Point 'C')
N88°08'38"E
8.73'
30' WIDE ESMT TO PADRE DAM MWD DOC# 2009-0451673
S89°58'28"E 734.05'
LOT 1, BLK 2
LOT 1, BLK 3
S1°43'14"W
45.39'
381-051-18
1"=200'
SANTEE SURPLUS-2017.DWG

Dated this _____ day of _____
_____, 20_____.

**COUNTY OF SAN DIEGO, a political subdivision of the State of California**

By:_____
**MARKO MEDVED,** PE, CEM, Director
Department of General Services

DRAFT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity

STATE OF CALIFORNIA

COUNTY OF _____ } SS

ON_____, 20___ BEFORE ME, _____, DEPUTY COUNTY CLERK OF

THE COUNTY OF SAN DIEGO, PERSONALLY APPEARED_____, WHO

PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S)

IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT

HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND

THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY

UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THIS INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA

THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

JORDAN Z. MARKS
RECORDER/COUNTY CLERK

BY: _____
DEPUTY COUNTY CLERK

DRAFT