Meeting Date: October 27, 2026 (05)
Resolution No.: 26-127

RESOLUTION OF INTENTION TO SELL REAL PROPERTY AND NOTICE INVITING BIDS FOR REAL PROPERTY NUMBER 2013-0091-A.

WHEREAS, the County of San Diego ("County"), a political subdivision of the State of California, is the owner of that certain vacant real property located between Park Center Drive and Cottonwood Avenue and south of Edgemoor Skilled Nursing Facility, in the incorporated community of Santee, CA and identified as Assessor Parcel Number 381-051-17 ("Property"), and more particularly designated and described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

WHEREAS, this Board of Supervisors found and determined that the Property should be offered for public sale; and

WHEREAS, the requirements of Sections 54222 and 65402 of the Government Code of the State of California have been complied with, insofar as these code sections apply to the public sale of the Property;

NOW, THEREFORE,

BE IT RESOLVED AS FOLLOWS:

1. This Board of Supervisors further finds that the proposed sale of the Property is categorically exempt from the State of California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15312 of the CEQA Guidelines.

2. This Board of Supervisors declares its intention to sell the Property under the terms and conditions set forth below in this Resolution of Intention. The Director, Department of General Services, or designee ("Director"), is hereby authorized to conduct the bid opening at the location specified in Section e. below, select the highest responsible bidder, and return to the Board of Supervisors by mid-2027, for final acceptance of the selected responsible bidder, approval of the sale of the Property, and authorization to perform all necessary actions to complete the sale of the Property.

a. Minimum Bid. The minimum bid and minimum purchase price for the Property shall be $ 7,833,000.

b. Official Proposal Form. No written proposal will be considered unless submitted on the County of San Diego's Official Proposal Form ("Proposal Form") and received by Department of General Services on or before Friday, January 15, 2027, at the address shown below. Each bidder is required to state, under penalty of perjury, on the Proposal Form the date and time the bidder is mailing the Proposal Form and Bid Deposit to County. Further, each bidder is required to warrant and represent that the bidder: (1) has read this Resolution of Intention and

understands and agrees to the terms of the sale as outlined in the Purchase and Sale Agreement, (2) has conducted preliminary due diligence of the Property and is familiar with the Property's General Plan and zoning designations, and (3) has or will have the full financial ability to make deposits and to close escrow in accordance with the terms and timeframes specified in the Purchase and Sale Agreement. Detailed instructions for filling out the Proposal Form and the rules for the bidding procedure are outlined in a document titled Bid Procedure for the Sale of Real Property ("Bid Procedure"). The Bid Form and the Bid Procedure can be found on the "Properties for Sale" link found at www.sdcre.com. If you cannot digitally access the documents via the County's website, please contact Angela Jackson-Llamas, Project Manager at angela.jackson-llamas@sdcounty.ca.gov or call at 619.214.1378 for options to obtain a hard copy.

County of San Diego Department of General Services
RE: Property 1; Bid Opening – January 22, 2027
Attention: Angela Jackson-Llamas, Real Estate Division 5560 Overland Avenue, Suite 410
San Diego, California 92123

c. Bid Deposit. A deposit of $10,000 ("Bid Deposit") is required of all bidders and shall be included with the Proposal Form in a sealed bid envelope submitted for a written bid or submitted to the Director, for an oral bid, if that bidder has not previously submitted a Bid Deposit with a written bid. The Bid Deposit must be in the form of a cashier's check and serves as a guarantee that the selected highest bidder will pay the purchase price and complete the transaction. All checks shall be made payable to the County of San Diego. After the completion of the auction and the acceptance of the highest bid by the Director, all Bid Deposit checks of the unsuccessful bidders shall be returned. If after the auction, the selected highest responsible bidder fails or declines to enter into a Purchase and Sale Agreement with the County as provided herein, the Bid Deposit shall be forfeited to the County.

d. Withdrawing of Written Proposals. Any time before the time scheduled for the Bid Opening (as defined below), a bidder, upon proper application and identification to the Director, shall have the right to withdraw their bid. A written bid may not be withdrawn after the time set for the Bid Opening without the approval of the Director.

e. Property Inspection. The Property being offered for sale shall be open for inspection by appointment only. Additional information may be obtained by contacting the County's Real Estate Services Division at DGSRESDisposition@sdcounty.ca.gov.

f. Sale Procedure.

i. Written Proposals. All of the written proposals received will be publicly opened, examined, and declared acceptable or not by the Director, on January 22, 2027, at County Operations Center Chambers located at 5520 Overland Avenue, Room 110, San Diego, California 92123 at 10:00 a.m. ("Bid Opening"). Of the proposals submitted that conform to all of the terms and conditions herein stated, and which are made by responsible bidders, the proposal, which is the highest that shall be accepted, unless a higher oral bid is accepted or the Director rejects all written proposals and oral bids.

ii. Oral Proposals. After the public opening, examination, and declaration of written proposals, the Director will invite responsible bidders to make bids orally. The first oral bid must be at least one hundred five percent (105%) of the highest written bid submitted or must be for the minimum bid amount, whichever is higher. Each oral bidder must submit or have submitted the Proposal Form and deposit or have deposited with the Director the required Bid Deposit prior to making an oral bid. After the initial oral bid is made, the Director reserves the right to set specific minimum incremental bid amounts during oral bidding in order to expedite the proceedings.

iii. Duplicate High Proposals. In the event that two or more written proposals are received which are equal in amount, and no oral bids are made, the proposal accepted shall be that of the proposer whose Proposal Form and Deposit were submitted first to the County as determined by the date and time provided on the Proposal Form.

iv. Rejection of Written Proposals and/or Oral Bids. The Director reserves the right to reject any and all bids or to waive any informality in the bidding process. If the sale is canceled, all deposits will be refunded without payment of interest. Final Acceptance by the Board of Supervisors. Final acceptance of the highest written or oral bid, as the case may be, shall be subject to approval of the Board of Supervisors by resolution, which Board hearing shall take place by mid-2027. The Board-approved highest responsible bidder shall have the exclusive right to purchase the Property in accordance with the terms and conditions contained in the Purchase and Sale Agreement to be executed by the approved highest responsible bidder and the County.

v. Responsible Bidder. The term "responsible bidder" as used in this Resolution of Intention shall have the meaning set forth in California Public Contract Code Section 1103.

vi. If after the auction, the selected highest bidder fails or declines to enter into a Purchase and Sale Agreement with the County as provided herein or if County determines that the highest bidder is not responsible, County may offer to sell the Property to the next highest responsible bidder for the bid amount that was put forth at the auction until the Purchase and Sale Agreement is executed or there are no remaining valid bids.

g. Purchase and Sale Agreement. The selected highest responsible bidder shall execute the Purchase and Sale Agreement with the County within five (5) business days of the approval of the highest responsible bidder by the Board of Supervisors, provided that this deadline may be extended by the Director in his sole discretion. The Purchase and Sale Agreement can be found on the "Properties for Sale" link found at www.sdcre.com. If you cannot digitally access the documents via the County's website, please contact Angela Jackson-Llamas, Project Manager at angela.jackson-llamas@sdcounty.ca.gov or call at 619.214.1378 for options to obtain a hard copy.

h. Conditions of Sale and Additional Deposit. County requires a good faith deposit totaling 3.0% of the Purchase Price of the Property ("Initial Deposit"). At the opening of escrow, the selected responsible bidder shall deposit into escrow the amount equal to the Initial Deposit minus the Bid Deposit. The selected responsible bidder shall have up to twelve (12) months to close escrow ("Closing Date") from the Opening of Escrow (as such term is defined

below), subject to force majeure. The buyer will also be granted two (2) six-month options to extend the escrow period (each an "Extension Period'). Each Extension Period may be exercised by buyer by providing County with a 30-day prior written notice and depositing into escrow an additional deposit which will equal to 3% of the purchase price (each an "Extension Deposit"). The purchase price shall also be increased by 1% each time the buyer exercises the buyer's right to extend the Closing Date, though this requirement may be modified or waived in the Director's sole discretion. The Initial Deposit and any Extension Deposit shall be applied to the final purchase price at the close of escrow or paid to the County as liquidated damages if escrow does not close and the sale is cancelled due to buyer's default. Additionally, in accordance with California Government Code section 25522, the Director will have the discretion to allow the purchase price or a portion thereof to be paid after the close of escrow pursuant to an agreed upon payment plan and interest rate secured by a deed of trust.

i. As-is Sale. The Property is sold "as is" and the County does not warrant that this Property is fit for a particular purpose. The County makes no representations as to the condition of the Property, conformance to the zoning requirements or permit regulations, soil conditions, or the existence, if any, of any hazardous materials on the Property. Purchasers are responsible for conducting their own due diligence.

j. Escrow. The opening of escrow for the Property shall occur within ten (10) business days following the full execution of the Purchase and Sale Agreement for the Property ("Opening of Escrow"). The instructions for the escrow agent for the sale of the Property will be based upon the terms and conditions specified in this Resolution and the Purchase and Sale Agreement for the Property. The selected highest bidder shall pay all costs of the escrow for the Property, including recording fees, Transfer Tax, documentary stamp taxes, government conveyance fees, title insurance, and any other title and escrow fees and charges. The County shall not pay any fees, taxes or other charges and expenses.

k. Broker Commission. In the event the winning bidder is represented by a licensed real estate broker, then the broker will be paid a commission of two percent (2%) of the sale price. As required by Government Code 25527, the name of the broker must be included in the sealed written proposal or with the oral bid. Any commission shall only be paid out of money received by the County from the sale of the Property.

l. Restrictive Covenant. The County will convey its rights, title, and interest in the Property by a grant deed. As required by California Surplus Land Act, Section 54233 of the Government Code, at the time of sale, a restrictive covenant will be recorded against the Property, which will state that if ten (10) or more residential units are developed on the Property then at least fifteen percent (15.0%) of the total units shall be rented or sold at affordable housing cost or affordable rent to lower income households as such terms are defined in Section 54233. Per Section 54233, rental units shall remain affordable to, and occupied by, lower income households for a period of at least 55 years for rental housing and 45 years for ownership housing. The County assumes no liability for any other possible encumbrances either of record or not of record.

BE IT FURTHER RESOLVED that the Clerk of the Board of Supervisors is hereby directed to post and publish the Resolution of Intention to Sell Real Property and Notice Inviting Bids for Real

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Property Number 2013-0091-A, in accordance with Sections 6063 and 25528 of the Government Code.

APPROVED AS TO FORM AND LEGALITY
DAMON M. BROWN, COUNTY COUNSEL
By: INNA ZAZULEVSKAYA, SENIOR DEPUTY COUNTY COUNSEL

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Exhibit A
Legal Description

PARCEL NO. 2013-0191-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.

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.**

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.

ON MOTION of Supervisor Montgomery Steppe, seconded by Supervisor Aguirre, the above Resolution was passed and adopted by the Board of Supervisors, County of San Diego, State of California, on this 27th day of October 2026, by the following vote:

AYES: Aguirre, Anderson, Lawson-Remer, Montgomery Steppe, Desmond

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STATE OF CALIFORNIA)
County of San Diego) §

I hereby certify that the foregoing is a full, true and correct copy of the Original Resolution entered in the Minutes of the Board of Supervisors.

ANDREW POTTER
Clerk of the Board of Supervisors

By: _____
Janely Valdivia, Deputy

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