

PUBLIC LAND AUCTION

www.dot.ca.gov/property



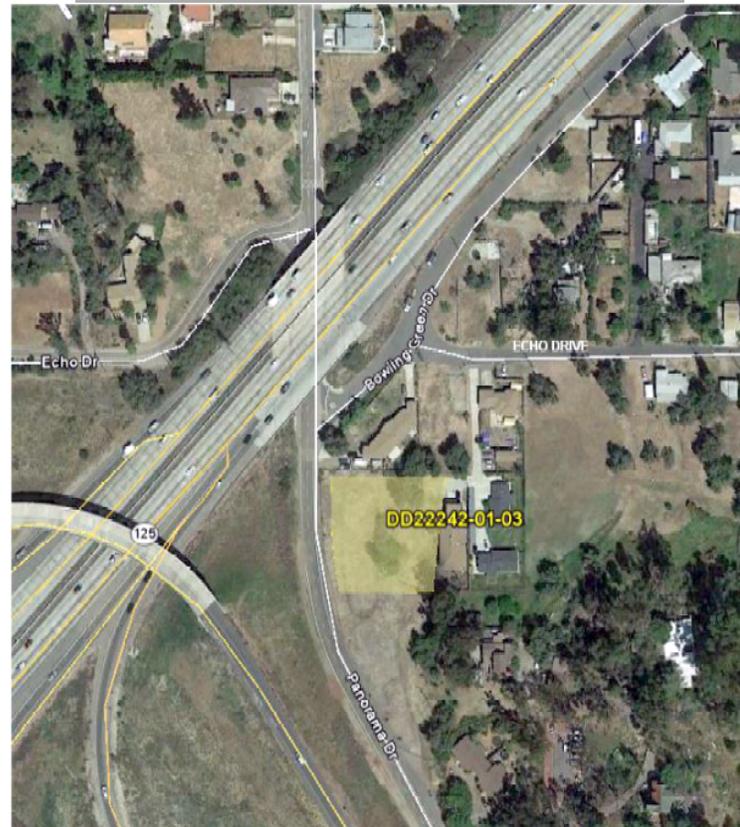
Auction Date:
November 9, 2016

Registration: 8:30 am
Auction Time: 9:30 am

Location: CALTRANS
Garcia Room
4050 Taylor Street
San Diego, CA 92110

- 30-DAY AGREEMENT TO PURCHASE
- NO FINANCING
- NO COMMISSIONS
- BIDDER'S REGISTRATION \$7,500.00

DD 22242-01-03



Panorama Drive, La Mesa CA

We reserve the right to omit the sale of any auction item prior to the auction date

**DATA SHEET
DD 22242-01-03**

The information contained in these sources is deemed reliable, but accuracy and completeness are not guaranteed. This material is provided merely as a courtesy to the prospective bidders. All prospective bidders are encouraged to make visual inspections prior to the auction. The property is sold in an "AS IS" condition.

PROPERTY: The parcel is a vacant lot.

LOCATION: The property is located at the on Panorama Drive, La Mesa, CA.

NOTE: Property has access on Panorama Drive

SIZE: 27,484 Square Feet

ZONING: Parcel lies within Semi-Rural Residential, Scenic Preservation, Grossmont Specific Plan Overlay. (R1R-P-G)

SHAPE: Approximately rectangular.

TOPOGRAPHY: Level.

UTILITIES: To site.

TENANCY: None.

REAL ESTATE TAXES: Property is not assessed for taxes while vested in the State. It will, however, be assessed after transfer into private ownership.

ENCUMBRANCES: Subject to special assessments if any, restrictions, reservations, and easements of record.

The sale of this property is subject to all matters of public record and any easement, claim of easements or reservations not of record. Prospective bidders should consult local title companies if more complete information regarding the title of the property is required. The Department of Transportation (The Department) does not provide a preliminary title report.

REMARKS: This sale is subject to the approval of the California Transportation Commission (CTC). The awarding bid will be submitted for approval at the CTC's tentatively scheduled spring 2017 meeting, date TBD.

MINIMUM BID: \$135,000.00

REGISTRATION FEE: \$7,500.00

TERMS: CASH-30-Day Option

AUCTION DATE: Wednesday, November 9, 2016 @ 9:30AM

Registration: 8:30 AM

Auction Time: 9:30 AM

**AUCTION LOCATION: CALTRANS DISTRICT OFFICE,
4050 TAYLOR ST, SAN DIEGO, CA 92110
GARCIA ROOM**

OPTION DEPOSIT: 10% of Bid less \$7,500.00 due Thursday, November 15, 2016 by 3:00 PM

OPTION PERIOD: Balance in full on or before Thursday, December 8, 2016 by 3:00 PM

TERMS OF OPTION TO PURCHASE AGREEMENT
DD 22242-01-03

MINIMUM BID: \$135,000.00. The State of California, Department of Transportation (the Department) has agreed to consider all bids equal to or greater than the minimum bid. **NO BID BELOW THE MINIMUM WILL BE RECOGNIZED.**

LIQUIDATED DAMAGES: Liquidated damages are damages whose amount the buyer and Department designate and agree upon during the formation of a contract to sell for the injured party to collect as compensation in the event of a breach of the sale contract.

BID REGISTRATION: Registration is required in order to bid at the auction. Registration is on the day of the auction and prospective bidders will be required to complete the Certificate of Pre-Bid Agreement Form at that time. Upon arriving at the auction, you will be required to have in your possession a registration fee of \$7,500.00 made payable to the Department of Transportation. This registration fee must be in the form of a cashier's check, certified check or money order. The successful high bidder shall submit this deposit at the close of the auction, to be applied toward the purchase of excess land. This deposit shall be liquidated damages if the highest bidder breaches, defaults, or withdraws in the first three days following the public sale. NOTE: Prospective bidders who intend to purchase more than one property must have a deposit for each parcel. Upon confirmation of the above, you will be given a bidder card with which to bid at the auction.

TERMS: **CASH 30-DAY OPTION PERIOD**---The full bid price shall be paid to the Department on or before the end of the Option Period, **Thursday, December 8, 2016 by 3:00 PM.**

OPTION DEPOSIT: The total deposit amount represents 10% of the actual bid. The successful bidder will be required to pay the Department the difference between the initial registration fee of \$7,500.00 (bidder deposit) and an amount representing 10% of the actual bid (purchase deposit) within 3 working days of the sale. This deposit shall be liquidated damages if the highest bidder breaches, defaults, or withdraws after remittance of this deposit. Payment of said difference must be received by **Thursday, November 15, 2016 at 3:00 PM or the registration fee of \$7,500.00 is forfeited and the Option may be awarded to the second highest bidder.**

All payments, including the initial bidder deposit, the additional purchase deposit and any payments on the remaining balance must be in the form of a cashier's check, certified check or money order made payable to the Department of Transportation. ** The Department does not accept personal checks **

OPTION PERIOD AND REMAINING BALANCE: The Option Deposit previously described will be consideration for the 30-Day Option period and will be credited toward the accepted bid. The balance of the accepted bid shall be paid on or before the expiration of the **30-Day Option Period, Thursday, December 8, 2016 by 3:00 PM.** There may be situations wherein the successful bidder is unable to complete the terms of this Option within the time allowed for reasons beyond his/her control. Under these circumstances, the Department, at its discretion, may elect to extend the Option Period. A charge of 1% of the bid price per the month will normally be made for such extensions. This charge **SHALL NOT** be applied toward the purchase price.

OPTION AGREEMENT: Immediately after the auction, the successful bidder shall sign an Option To Purchase Agreement, for cash. The successful bidder shall be bound to the terms specified in both the Option To Purchase Agreement and the sales brochure. The Option is not assignable or transferable.

CALIFORNIA TRANSPORTATION COMMISSION: The sale under the Option To Purchase Agreement is subject to the approval of the California Transportation Commission (CTC), tentatively scheduled for **Spring 2017 date TBD**. Title will transfer after the balance of the purchase price is received, the CTC has approved the sale and the Director's Deed is recorded. If the CTC does not approve the sale, all funds deposited with the Department will be refunded without interest.

FORFEITURE OF DEPOSIT: The Option Deposit shall be **non-refundable** in the event that the successful bidder fails to exercise the Option within the 30-day period or fails to comply with any and all of the terms of the Option, as provided herein.

SECOND HIGHEST BID: In the event the successful bidder fails to execute his/her option within the Option Period or defaults in the completion of the sale, the Department, at its discretion, may offer the parcel to the second highest bidder. If the second highest bidder accepts the Option, the deposit requirements and terms of the "Option To Purchase" agreement shall be the same as stated in this sales brochure, except that the Option Period shall commence on the day the Option is awarded by the Department to the Second High Bidder.

DUE DILIGENCE: All bidders must fully complete their property due diligence prior to the date of the auction. All bidders shall represent, covenant and warrant that they are purchasing the property relying solely on their independent inspection of the property in its existing condition. The Department shall not be liable for any allowance, adjustment or revision based upon the failure of the property, appliances or floor plans to conform to any specific standards. It is the responsibility of all prospective bidders to fully investigate zoning and land use restrictions with local authorities concerning the potential uses of the sale property. The Department makes no warranty regarding whether or not the current use of the property is in compliance with the present zoning and/or permitted use.

INSPECTION INDEMNITY: In connection with any due diligence, any inspection, visit and/or investigation of the property by prospective bidders or any person/entity on their behalf (the "Inspectors") shall 1) keep the property free and clear of liens, 2) repair all damage arising from such inspection, and 3) indemnify, defend and hold the Department harmless from all liability, claims, demands, damages and/or costs directly or indirectly arising there from. Inspectors shall carry, or require anyone acting on Inspector's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting the Department from liability for any injuries to persons or property occurring during any inspection prior to close of the transaction.

DISCLAIMER OF WARRANTY: The property is sold in an "**AS IS**" condition. All prospective bidders acknowledge and agree that they are bidding for, and acquiring, the property in its present state and condition as of auction day, with all defects, both patent and latent, and with all faults of the property whether known or unknown, presently existing or that may hereafter arise, including, without limitation, all existing conditions, if any, of lead paint, mold or other environmental or health hazards. All prospective bidders acknowledge and agree that seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express, implied, oral or

written, past, present or future, of, as to, concerning or with respect to the condition of the property. Each prospective bidder should consider these matters when registering as a bidder and placing bids.

REPAIRS: All properties will be sold in an “AS IS” condition. Repairs, if any, are the responsibility of the Buyer. Buyer agrees that the property is acquired in an “AS IS” condition with all faults and conditions then existing on the property, including any hazardous substances or hazardous wastes that may be located on, under, or around the property, whether known or unknown, and the Buyer assumes all responsibilities for such faults and conditions.

INDEMNIFICATION: Buyer shall defend, indemnify, and hold Department and Department’s elected and appointed officers, agents and employees free and harmless from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, attorney’s fees, legal expenses and consultant’s fees, and investigation and remediation costs) arising in whole or in part from the existence of hazardous substance, or hazardous substance conditions. This indemnity is intended to address that liability for which Department may be responsible arising solely out of its mere ownership of said real property. This provision shall survive transfer of title of the said real property and any rescission of the said transfer.

“Hazardous Substance” shall mean any substance whose nature and/or quantity of existence, use, manufacture, disposal of effect, render it subject to federal, state or local regulation, investigation, remediation or removal as potential injurious to public health or welfare, including the comprehensive Environmental Response Compensation and Liability Act or Resource Conservation and Recovery Acts as now in effect.

“Hazardous Substance Condition” shall mean the existence on or under, said property of a hazardous substance that requires remediation and/or removal and/or to be otherwise mitigated pursuant to applicable law.

NOTE:

Improvements were not surveyed for lead paint or asbestos. However, due to the age of the improvements, there is a chance that the improvements contain both substances. Please read the **Lead Warning Statement** and *Protect Your Family from Lead in Your Home* pamphlet attached to this brochure. There are no inspections made on these improvements by the Department. However, prospective bidders may conduct inspections on the improvements at their own expense during the open house tours. Please refer to Inspection Indemnity section for inspection requirements.

FEES: Buyer is responsible for **ALL FEES** associated with this sales transaction including but not limited to broker’s commission, surveys, title, insurance premiums, escrow, documentary transfer tax, recording fees, points, repairs and costs, documentary stamp taxes, and any other real estate transaction taxes or fees by whatever name known, including any personal property sales tax, where applicable. The Department does not pay a broker’s commission.

FINANCING: Credit terms are not available.

****Financing is the responsibility of the buyer, together with all costs, including appraisal and loan fees, credit reports, points, title insurance, premiums, surveys, documentary transfer taxes, escrow and recording fees and any other charges.****

ESCROW: Buyer may open an escrow account at the buyer's option and expense. If the buyer chooses to open escrow, the escrow officer shall notify the Department by letter within 10 days from the date of the auction. The notification letter shall be mailed directly to the Department of Transportation, Right of Way Division, M.S. 310, 4050 Taylor St., San Diego, CA 92110, Attention: Brandon Burns.

DISQUALIFIED BIDS: The Department reserves the right to reject any and all offers, and to waive any informality or irregularity in any offer or to accept any offer deemed in the best interest of the Department. Any agreement between two or more prospective bidders to set their bid prices, or not to submit bids against each other, for the purpose of purchasing any parcel at a more advantageous price or terms, is prohibited. Where such an agreement comes to the knowledge of the Department, any bids made pursuant to such agreement will be disqualified. The above prohibitions do not preclude single bids submitted by one or more persons or entities or both partners or joint ventures or other similar legally permissible combination.

LIMITING CONDITIONS

1. The sale under this Option is subject to the approval of the California Transportation Commission (CTC). If the sale is not approved, the Option Deposit and balance payment will be refunded without interest. Title is transferred after full payment is received, CTC approves the sale and the Director's Deed is recorded.

2. The Department reserves the right to reject any and all bids and cancel the sale in part or in its entirety at any time prior to recordation of the Director's Deed. In the event of cancellation of the sale and/or rejection of any bids, the respective deposits of moneys shall be refunded without interest.

3. The property is warranted to be free of any liens, court judgments, loans and delinquent or unpaid property taxes. The sale of this property is subject to all matters of public record and any easements, claims of easements, or reservations not of record. The Department does not assume any liability for any possible encumbrances on this property. The right, title, and interest in the property to be sold shall not exceed that vested in the Department, and this sale is subject to all title exceptions and reservation whether or not of record. The buyer may obtain a policy of title insurance at his or her own expense.

4. The buyer is responsible for **ALL FEES** associated with this sales transaction including but not limited to broker's commission, surveys, title, insurance premiums, escrow, documentary transfer tax, recording fees, points, repairs and costs, documentary stamp taxes, and any other real estate transaction taxes or fees by whatever name known, including any personal property sales tax, where applicable. The Department does not pay a broker's commission.

5. The property is sold in an "AS IS" condition. Repairs, if any, are the responsibility of the buyer. The Department makes no warranties, oral, written or implied to any of the property's improvements. Condition of all improvements is a risk that the buyer must accept. The buyer agrees that, the property is acquired in an "AS IS" condition with all faults and conditions then existing on the property, including any hazardous substances or hazardous wastes that may be located on, under, or around the property, whether known or unknown, and the buyer assumes all responsibilities for such faults and conditions.

NOTE:

Improvements were not surveyed for lead paint or asbestos. However, due to the age of the improvements, there is a chance that the improvements contain both substances. Please read the **Lead Warning Statement** and *Protect Your Family From Lead In Your Home* pamphlet attached to this brochure. There are no inspections made on these improvements by the Department. However, prospective bidders may conduct inspections on the improvements at their own expense during the open house tours. Please refer to Inspection Indemnity section for inspection requirements.

6. The subject lies within Semi-Rural Residential, Scenic Preservation, Grossmont Specific Plan Overlay – R1R-P-G zoning. It is recommended that all prospective bidders fully investigate zoning and land-use restrictions with local authorities concerning the potential uses. The Department makes no warranty regarding the zoning or rezoning of any property or land-use determinations. The buyer shall be responsible for checking and complying with local codes and ordinances for permitted land uses.

- 7.** All State of California, Department of Transportation employees may bid to acquire excess State property except employees who have direct access to information not generally available to the public or who influence the purchase or sale of right of way or other real property.
- 8.** The property is currently exempt from local taxes and will return to tax rolls upon recording of the Deed.
- 9.** Should the bidder desire a survey of the property, this may be accomplished with the expressed consent of the Department and by an independent survey at the bidder's expense. The Department makes no warranty relative to the ground locations of property lines other than monumented highway right of way lines.
- 10.** The sale of this excess property is Categorically Exempt from the requirements of the California Environmental Quality Act of 1970 (CEQA). The environmental determination by the Department is for the sale of this property. It does not mean that the buyer may not have to obtain subsequent environmental clearance or prepare an environmental document for any further actions, as required by any local agency. The buyer should also be aware that if the buyer seeks some form of approval/permit for development subsequent to buyer's purchase of this excess property, the local agency might require an environmental document and/or environmental analysis before giving its approval or issuing a permit.
- 11.** The buyer shall be bound to the terms specified in both the Terms Of Option To Purchase Agreement and the sales brochure.
- 12.** The information contained herein has been obtained from sources deemed reliable, but accuracy and completeness are not guaranteed.

DD 22242-01-03 Panorama Drive City of La Mesa



Boundary of the parcel and imagery are approximations and for general vicinity use only.

DOCUMENTARY TRANSFER TAX \$ _____
**COMPUTED ON FULL VALUE OF PROPERTY
CONVEYED, OR COMPUTED ON FULL VALUE
LESS LIENS AND ENCUMBRANCES REMAINING
THEREON AT TIME OF SALE.**

Signature of declarant or agent determining tax – firm name _____

Unincorporated Area _____ City of _____

When recorded mail to:

State of California
Department of Transportation
4050 Taylor Street M.S. 310
San Diego, CA 92110

Space above this line for Recorder's Use

DIRECTOR'S DEED GRANT

District	County	Route	Postmile	Number
11	SD	125	15.3	DD22242-01-03

R/W MAP 32502.1 APN N/A E.A. 0R0002

The State of California, acting by and through its Director of Transportation, hereinafter called STATE, hereby grants to

[Enter Vesting Ownership],

hereinafter called GRANTEE, that real property in the City of La Mesa, County of San Diego, State of California, described as follows:

See Exhibit A, attached.

Subject to special assessments if any, restrictions, reservations, and easements of record.

MAIL TAX
STATEMENTS TO:

EXHIBIT A

Parcel 22242-01-03

All of that real property conveyed to the State of California in a document recorded March 9, 1971, as File/Page No. 43988, in the office of the County Recorder of San Diego County, State of California, described as follows:

"The West half of the North half of Lot 2, EXCEPTING therefrom the North 166.80 feet thereof, of the Subdivision of the East portion of Lot 12, Partition of Rancho Mission of San Diego commonly known and called Allison's Subdivision No. 1, according to Map thereof No. 657, filed in the office of the County Recorder of San Diego County, March 12, 1897.

"EXCEPTING from the above described property the East 87 feet thereof."

EXCEPTING therefrom the above described property, that portion conveyed to the State of California in a document recorded October 25, 1976, as File/Page No. 76-354683 of Official Records of San Diego County, State of California, more particularly described as follows:

"That portion of Lot 2 of the Subdivision of the East portion of Lot 12, Partition of Rancho Mission of San Diego, commonly known as Allison's Subdivision No. 1, according to Map thereof No. 657, filed in the Office of the County Recorder on March 12, 1891 described as follows:

"Commencing at the Southeast corner of the West half of the North half of said Lot 2: thence along the South line thereof N.89°52'20"W., 87.00 feet to the Southeast corner of that portion of said Lot 2 described in deed to the State of California recorded March 9, 1971 as File/Page 43988 of Official Records, and the TRUE POINT OF BEGINNING; thence (1) along the East line of said State land N.0°01'22"E., 165.97 feet to the North line of said State land; thence (2) along said North line N.89°41'19"W., 34.64 feet; thence (3) leaving said North line, from a tangent which bears S.22°31'59"W., along a non-tangent curve to the left having a radius of 220.00 feet, through an angle of 04°48'15", a distance of 18.45 feet to a point of compound curvature; thence (4) along a curve to the left having a radius of 720.00 feet, through an angle of 02°31'08", a distance of 31.65 feet; thence (5) non-tangent to the last said curve, S.06°04'56"W., 119.02 feet to the South line of said State land; thence (6) along last said South line S.89°52'20"E., 62.50 feet to the TRUE POINT OF BEGINNING."

ALSO EXCEPTING therefrom the above described property, that portion relinquished to the County of San Diego, and shown on State Highway Map No. 164, as Parcel 12, recorded as File No. 77-008278, on January 10, 1977, in the office of the County Recorder of San Diego, State of California.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature _____
Date 3/23/2016



Number
DD22242-01-03

This conveyance is executed pursuant to the authority vested in the Director of Transportation by law and, in particular, by the Streets and Highways Code.

Dated _____
APPROVED AS TO FORM AND
PROCEDEURE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

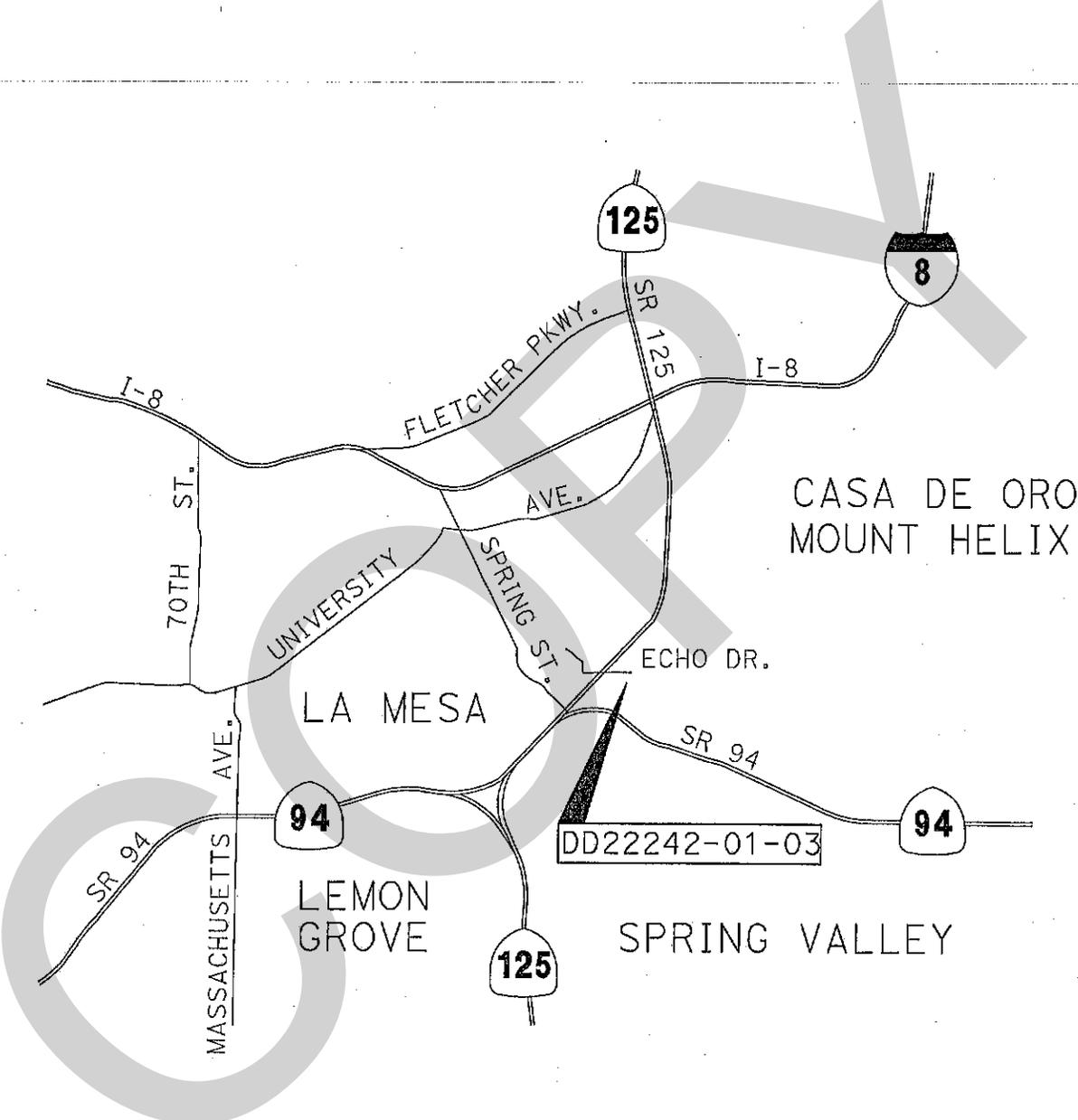
ATTORNEY
DEPARTMENT OF TRANSPORTATION

By _____
Director of Transportation

By _____
Attorney in Fact

*This Space Reserved for
California Transportation Commission
Certification*

COUNTY OF SAN DIEGO



NO SCALE

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION DISTRICT II			
EXCESS PARCEL MAP DD22242-01-03			
RIGHT OF WAY MAP NO.		Por. 32502.1	
COUNTY	ROUTE	POST MILE	SCALE
SD	125	15.3	NONE
			SHEET 1 OF 2

EXHIBIT "B"

125

CITY OF LA MESA
RANCHO MISSION
OF SAN DIEGO

ECHO DR. (RS 760)

BOWLING GREEN DR.

PANORAMA DRIVE
(RELOCATED)

56'

186'

50'

DD 22242-01-03

27,484 SQ. FT.
0.63 ACRES

111'

119'

144'



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DISTRICT II

EXCESS PARCEL MAP
DD22242-01-03

RIGHT OF WAY
MAP NO.

Por. 32502.1

COUNTY
SD

ROUTE
125

POST MILE
15.3

SCALE
NONE

SHEET 2 OF 2

CERTIFICATE OF PRE-BID AGREEMENT

I hereby understand and agree that the parcel(s) upon which I may bid will be sold "as-is," and that all sales are final. This means that the State of California does not guarantee, warrant or imply any potential for development or uses of said parcel(s). I have exercised due diligence regarding feasibility of existing and/or potential use(s) of the parcel(s) and I have investigated, to my own satisfaction, any possible conflicts/problems with zoning and/or development regarding parcels upon which I may bid. I represent, covenant and warrant that I am relying solely on my independent inspection of the property in its existing condition.

If I am the successful bidder on one or more of these parcels I shall hold the State of California harmless regarding any limitations as to development potential of the parcel(s). Furthermore, I shall release the State from any liability regarding any/all conflicts with local zoning, building, or development requirements.

I understand and agree that, after close of bidding, the State has no obligation to provide further information, soil studies, mapping, title reports, appraisals, curative work, zoning applications, utility relocation, construction advice, surveys, price renegotiation, or any other assistance in pursuit of private property development.

I acknowledge and agree that the property will be acquired in its present state and condition as of auction day, with all defects, both patent and latent, and with all faults of the property whether known or unknown, presently existing or that may hereafter arise, including, without limitation, all existing conditions, if any, of lead paint, mold or other environmental or health hazards. I acknowledge and agree that seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express, implied, oral or written, past, present or future, of, as to, concerning or with respect to the condition of the property.

I understand and agree that the property will be sold on an "AS IS" condition. Repairs, if any, are the responsibility of the successful bidder. The Department makes no warranties, oral, written or implied to any of the property improvements. Condition of all improvements is a "risk" that the successful bidder must accept. The successful bidder agrees that the property is acquired in an "AS IS" condition with all faults and conditions then existing on the property, including any hazardous substances or hazardous wastes that may be located on, under, or around the property, whether known or unknown, and the successful bidder assumes all responsibilities for such faults and conditions.

I further agree to the entire Terms and Conditions of Sale of the Right To Purchase Agreement, which I will sign and date on _____, 20__.

Liquidated damages are damages whose amount the buyer and Department designate and agree upon during the formation of a contract to sell for the injured party to collect as compensation in the event of a breach of the sale contract.

I understand that if I fail to complete the transaction as agreed, I shall forfeit my \$7,500 deposit as liquidated damages.

Bid Applicant _____ **Date** _____
(Signature)

(Print Name)