PUBLIC LAND AUCTION

www.dot.ca.gov/property

Caltrans
CALIFORNIA DEPARTMENT OF TRANSPORTATION

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

DD 21858-01-02

8881 Bowling Green Drive, La Mesa CA

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

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

OPEN HOUSE NOTICE

8881 Bowling Green Dr., La Mesa, CA will be open for public viewing at the following times:

Sunday, August 28, 2016	**Time: 1:00 p.m. – 3:00 p.m.**
Monday, October 3, 2016	**Time: 12:00 p.m. – 3:00 p.m.**

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 bidders. All bidders are encouraged to make visual inspections during the open house. All properties are sold in an **"AS IS"** condition.

Property was not surveyed for asbestos or lead paint. However, due to the age of the structure, there is a chance that the home contains both substances. Please read the Lead Warning Statement and pamphlet *titled* Protect Your Family From Lead In Your Home attached to the brochure.

The information contained herein has been obtained from sources deemed reliable, but accuracy and completeness are not guaranteed.

For further information, call, or write Excess Lands Department, Department of Transportation, 4050 Taylor Street, M.S. 310, San Diego, CA 92110, phone (619)688-6413. Email address: brandon.burns@dot.ca.gov

WE ARE ON THE INTERNET!

You can find a statewide list of all Caltrans excess properties for sale at our website:

http://www.dot.ca.gov/property

Cashier's check, certified check or money order only
No personal checks or cash accepted

DATA SHEET
DD 21858-01-02

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 2 bed 1 bath Single Family Residence.

LOCATION: The property is located at 8881 Bowling Green Drive, La Mesa, CA.
NOTE: Property has access on Bowling Green Drive.

SIZE: 12,380 SF Lot, 868 SF Dwelling.

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

SHAPE: Irregular.

TOPOGRAPHY: Level to Sloping.

UTILITIES: Available at subject property.

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: $227,000.00 **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 21858-01-02

MINIMUM BID: $227,000.00. 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.

In accordance with the Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD), effective September 6, 1996, all sellers must disclose known lead-based paint and lead-based paint hazards and provide available reports to buyers for any housing built before 1978. By signing the Certificate of Pre-Bid Agreement, you acknowledge receiving a pamphlet *titled* Protect Your Family From Lead In Your Home.

LEAD WARNING STATEMENT

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

The Department does not have any records indicating lead-based paint and/or lead-based paint hazards in the house that is being offered for sale. The house is sold in an "AS IS" condition and no remediation will be done by the Department. Prospective bidders may conduct inspections to the home at their own expense during the Open House Tours. Please refer to Inspection Indemnity section in the Terms of Option to Purchase Agreement.

_____

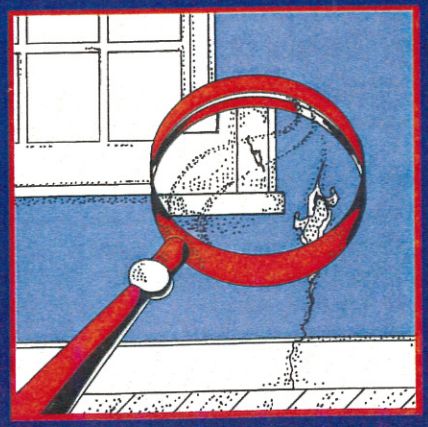
_____

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

Recycled/Recyclable
Printed with vegetable oil based inks on recycled paper (minimum 50% postconsumer) process chlorine free.



Protect Your Family From Lead In Your Home

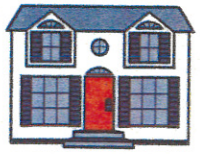
EPA United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:

LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.

SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.

RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

FACT: Lead exposure can harm young children and babies even before they are born.

FACT: Even children who seem healthy can have high levels of lead in their bodies.

FACT: People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

FACT: People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

FACT: Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

People can get lead in their body if they:

- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

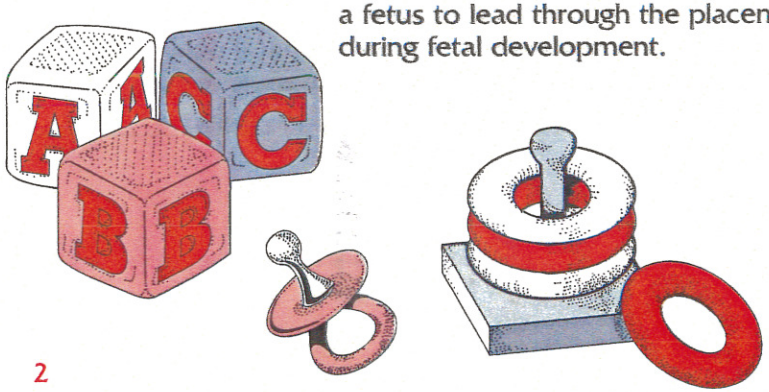
Lead is even more dangerous to children under the age of 6:

- At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is also dangerous to women of childbearing age:

- Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

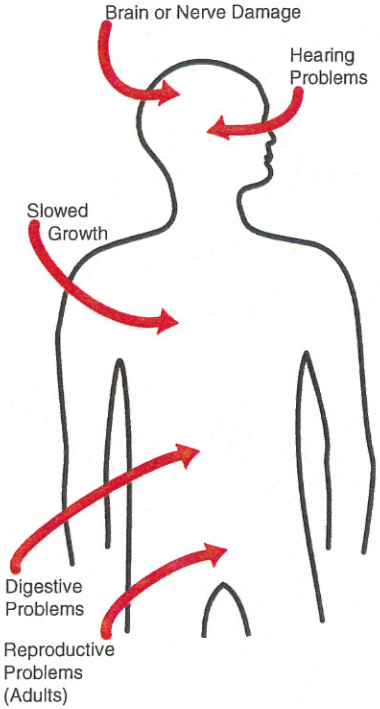
- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.



Lead affects the body in many ways.

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot ($\mu g/ft^2$) and higher for floors, including carpeted floors.
- 250 $\mu g/ft^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- 400 parts per million (ppm) and higher in play areas of bare soil.
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

- A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- **If you rent, notify your landlord of peeling or chipping paint.**
- **Clean up paint chips immediately.**
- **Clean floors, window frames, window sills, and other surfaces weekly**. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.

- **Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.**
- **Wash children's hands often, especially before they eat and before nap time and bed time.**
- **Keep play areas clean.** Wash bottles, pacifiers, toys, and stuffed animals regularly.
- **Keep children from chewing window sills or other painted surfaces.**
- **Clean or remove shoes before entering your home to avoid tracking in lead from soil.**
- **Make sure children eat nutritious, low-fat meals high in iron and calcium,** such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.

In addition to day-to-day cleaning and good nutrition:

- You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To **permanently** remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot ($\mu g/ft^2$) for floors, including carpeted floors;
- 250 $\mu g/ft^2$ for interior windows sills; and
- 400 $\mu g/ft^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

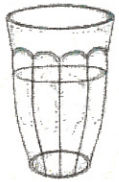
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- **Have the area tested for lead-based paint.**
- **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.

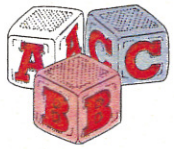
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.

Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.

- **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted **toys** and **furniture.**
- Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain.**
- **Lead smelters** or other industries that release lead into the air.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.



For More Information

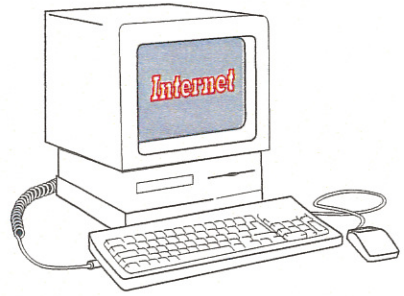
The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/.**

EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline



To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov.**

Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD.**

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

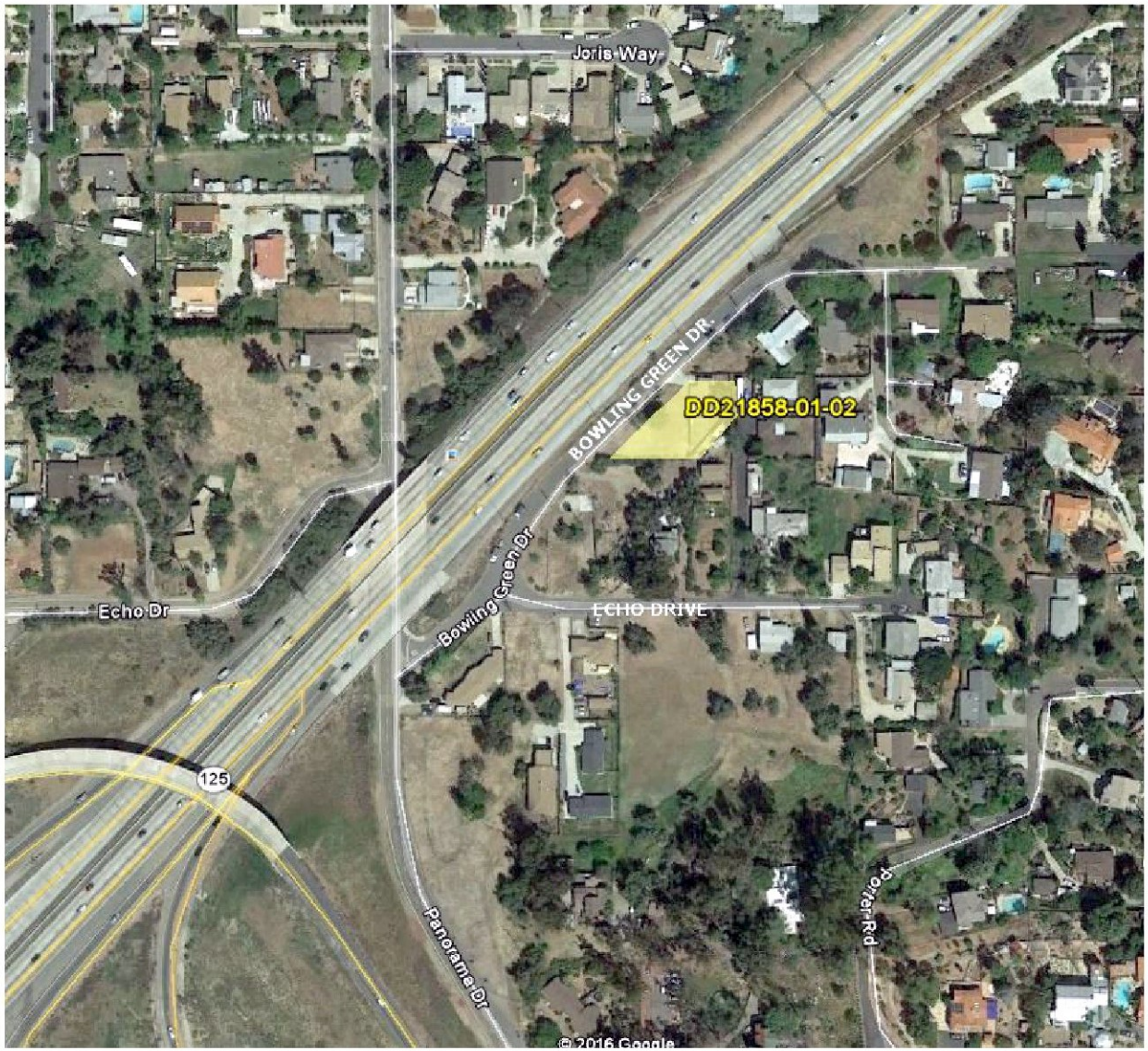
U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

This document is in the public domain. It may be reproduced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

DD 21858-01-02
Bowling Green Drive
City of La Mesa



N
W E
S

NO SCALE

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	DD21858-01-02

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.

COPY

MAIL TAX
STATEMENTS TO:

Number
DD21858-01-02

EXHIBIT A

Parcel 21858-01-02

All of that real property conveyed to the State of California in a document recorded August 22, 1972, as File/Page No. 221393, in the office of the County Recorder of San Diego County, State of California, described as follows:

> "That portion of the South half of Lot 3 of Subdivision of the East portion of Lot 12 of 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 said County, March 12, 1891, lying Southeasterly of the Southeasterly line of the land described in deed to the State of California, recorded May 18, 1955 as Document No. 64763 in Book 5646, page 407 of Official Records.
>
> "EXCEPTING the Easterly 170.00 feet thereof.
>
> "ALSO EXCEPTING that portion lying in the South 215.00 feet of said Lot 3.
>
> "The North line of said South 215.00 feet being measured from the center line of Echo Drive, 40 feet wide"

ALSO EXCEPTING therefrom, that portion of the above described property, conveyed by Director's Deed recorded as File/Page No. 74-151544, on June 7, 1974, in the office of the County Recorder of San Diego County, more particularly described as follows:

> "That portion of the South half of Lot 3 of Subdivision of the East portion of Lot 12 of Partition of Rancho Mission of San Diego, commonly known and called Allison's Subdivision No. 1, according to Map No. 657, filed in the Office of the County Recorder of said County, March 12, 1891 as conveyed to the State of California by deed recorded August 22, 1972, as File No. 221393, Official Records of said County, lying Southeasterly of the Southeasterly right of way line of State freeway 11-SD-125-16.5, said portion hereby conveyed described as follows:
>
> "Beginning at the Southeasterly corner of said State land, thence along the following numbered courses: (1) along the Southerly line of said State land N.89°41'19"W., 54.03 feet to said right of way line; (2) along said right of way line N.40°34'58"E., 83.04 feet to the Easterly line of said State land; (4) along said Easterly line S.00°00'26"E., 63.36 feet to the Point of Beginning."

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

PROFESSIONAL LAND SURVEYOR
JOHN J. YOUNG
L.S. 8284
Exp. 12/31/2017
STATE OF CALIFORNIA

COPY

Number
DD21858-01-02

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 _____

APPOVED AS TO FORM AND
PROCEDEURE

_____

ATTORNEY
DEPARTMENT OF TRANSPORTATION

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By _____
Director of Transportation

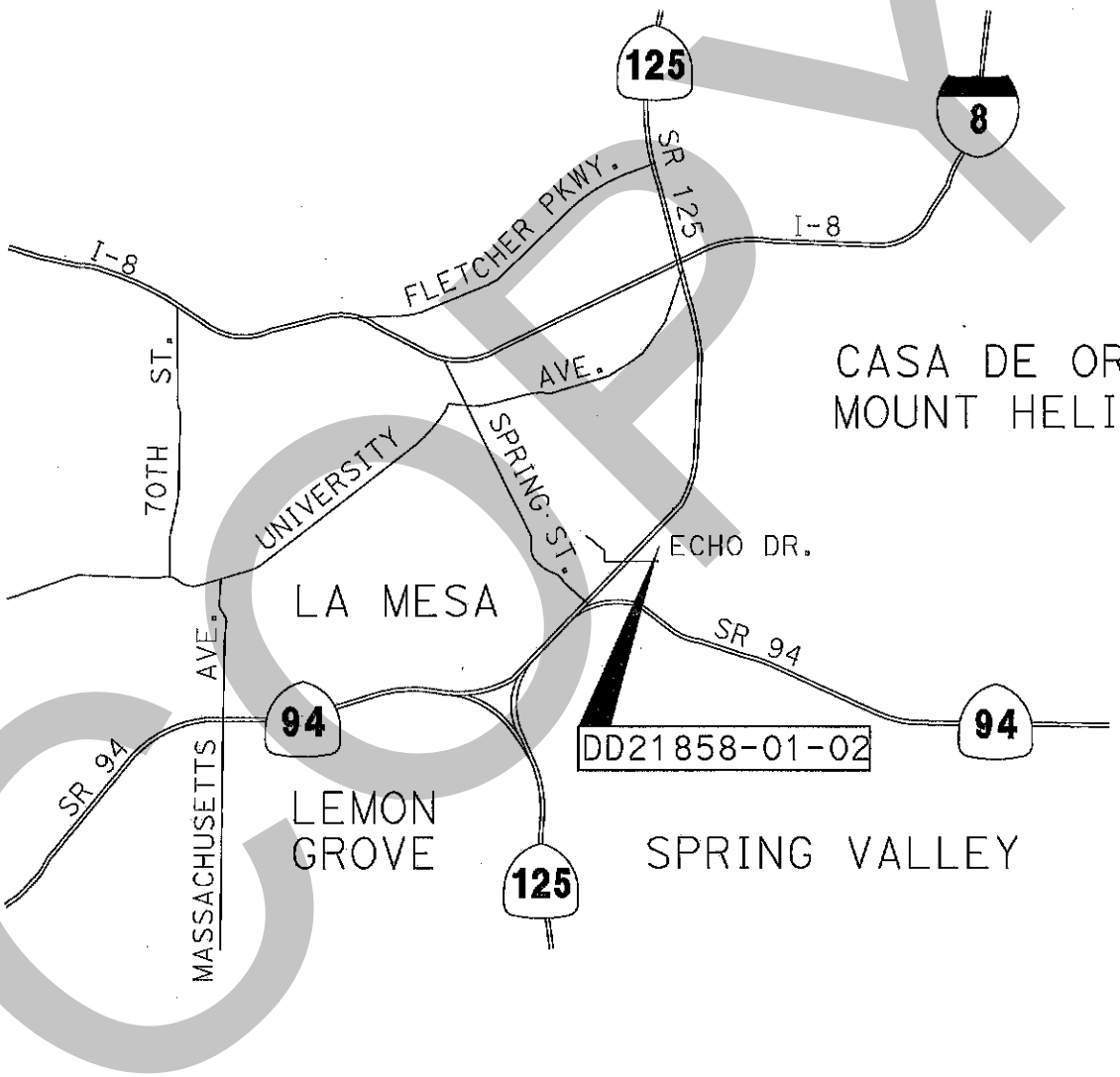
By _____
Attorney in Fact

This Space Reserved for
California Transportation Commission
Certification

COPY

EXHIBIT "B"

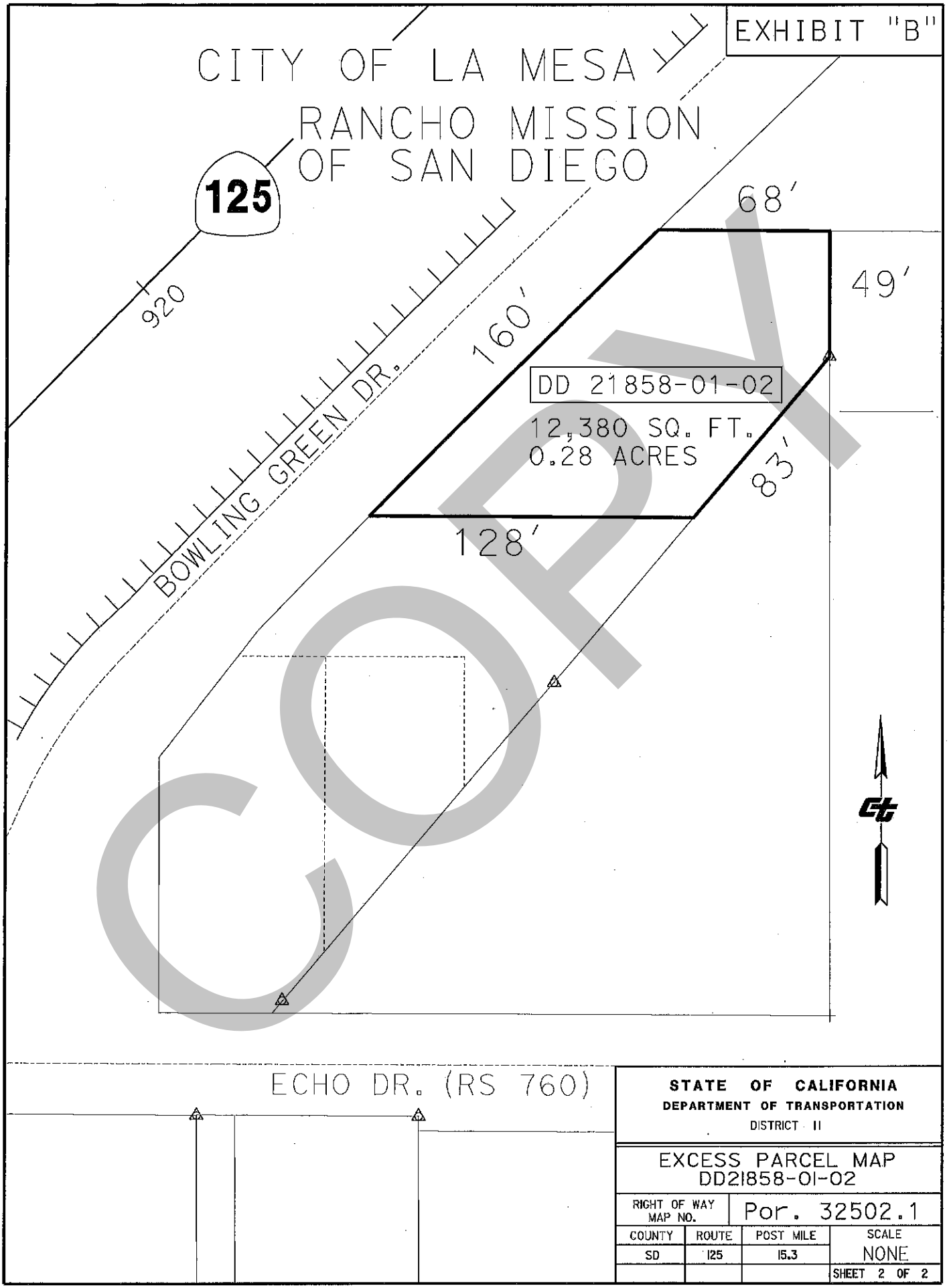
COUNTY OF SAN DIEGO



COPY

NO SCALE

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION DISTRICT 11			
EXCESS PARCEL MAP DD21858-01-02			
RIGHT OF WAY MAP NO.	Por. 32502.1		
COUNTY	ROUTE	POST MILE	SCALE
SD	125	15.3	NONE
			SHEET 1 OF 2



COPY

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DISTRICT 11

EXCESS PARCEL MAP
DD21858-01-02

RIGHT OF WAY MAP NO.			Por. 32502.1
COUNTY	ROUTE	POST MILE	SCALE
SD	125	15.3	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___.

I acknowledge the receipt of a pamphlet titled *Protect Your Family From Lead In Your Home* and I am responsible for reading and understanding all information in the pamphlet.

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)