PUBLIC ORAL AUCTION

PROPERTY LOCATION:	Lemon St and East Olympic Blvd, Los Angeles, CA 90021
MINIMUM BID:	$7,400.00 (combined)
REGISTRATION DEPOSIT:	$8,400.00 Cashier's check, Certified check or Money order made payable to California Department of Transportation—PERSONAL CHECKS OR CASH WILL NOT BE ACCEPTED. Bidder Deposit is defined as the minimum bid amount plus $1,000.00 Please mail checks to the District Office: 100 South Main Street ATTN: AIRSPACE, MS-6 Los Angeles, CA 90012
AUCTION INFORMATION:	**Date:** November 5th, 2020 **Registration Time:** Registration will be completed prior to the start of the auction due to the auction being virtually held. **Auction Time:** (11:30 AM Pacific Standard Time)
AUCTION LOCATION:	Due to Covid-19, no attendees will be allowed in person. A live stream session or recorded video to be uploaded online will be arranged. The link to receive a registration number and the private Webex link will be sent out after the deposit is received.
CONTACT:	**Name:** Rachel Kim **Phone Number:** (213) 264 - 9123 **Email:** Rachel.kim@dot.ca.gov **District Office Mailing Address:** 100 South Main Street, MS-6 Los Angeles, CA 90012

DATA SHEET

(FLA 10-98;10-99)

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 "**AS IS**" condition.

PROPERTY: Improved

LOCATION: Lemon St and East Olympic Blvd, Los Angeles, CA 90021

SIZE: 42,851 SQ FT

LIKELY ZONING: Public Facilities

SHAPE: Irregular

TOPOGRAPHY: Paved

UTILITIES: N/A

TENANCY: Existing Tenancy

MINIMUM BID: $7,400.00

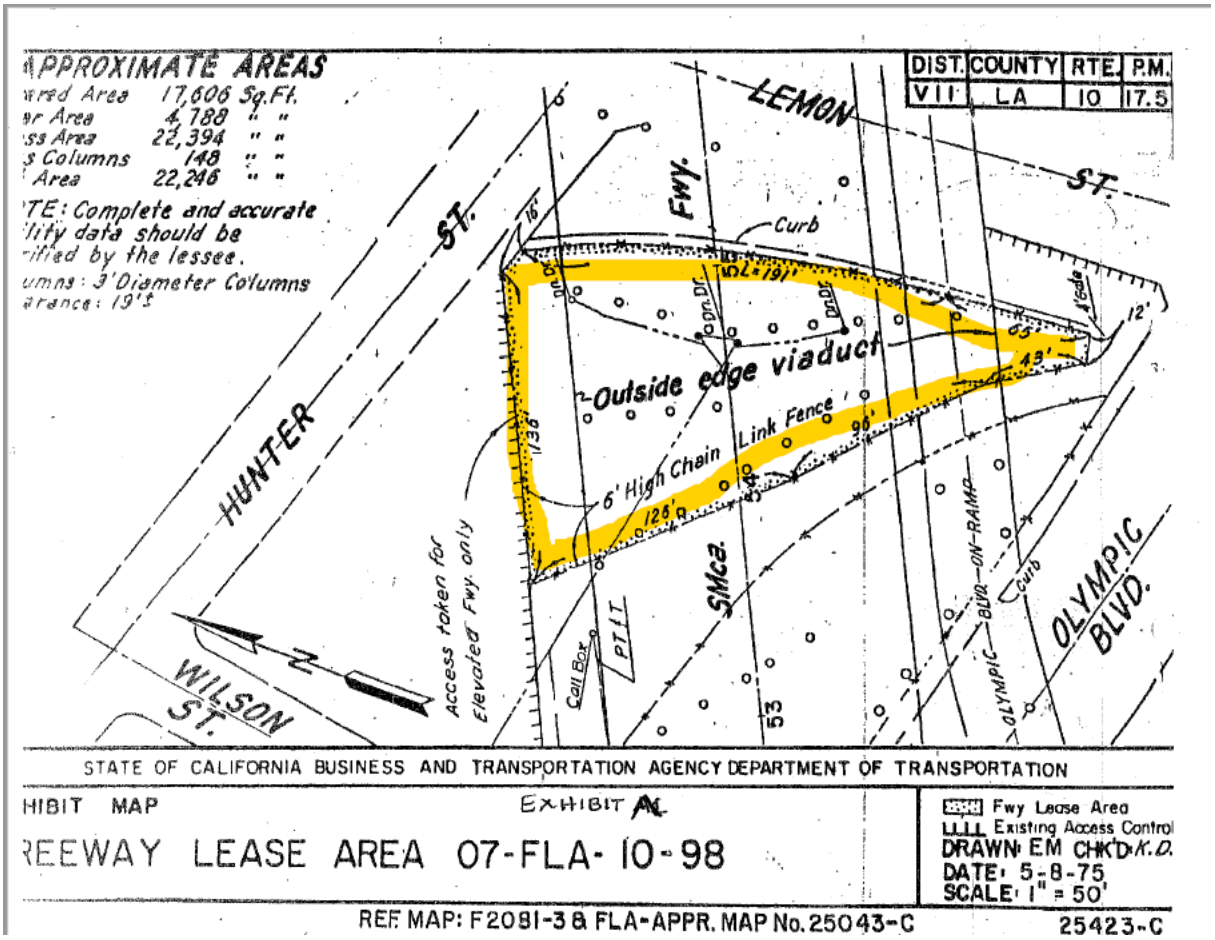
BIDDER DEPOSIT: $8,400.00

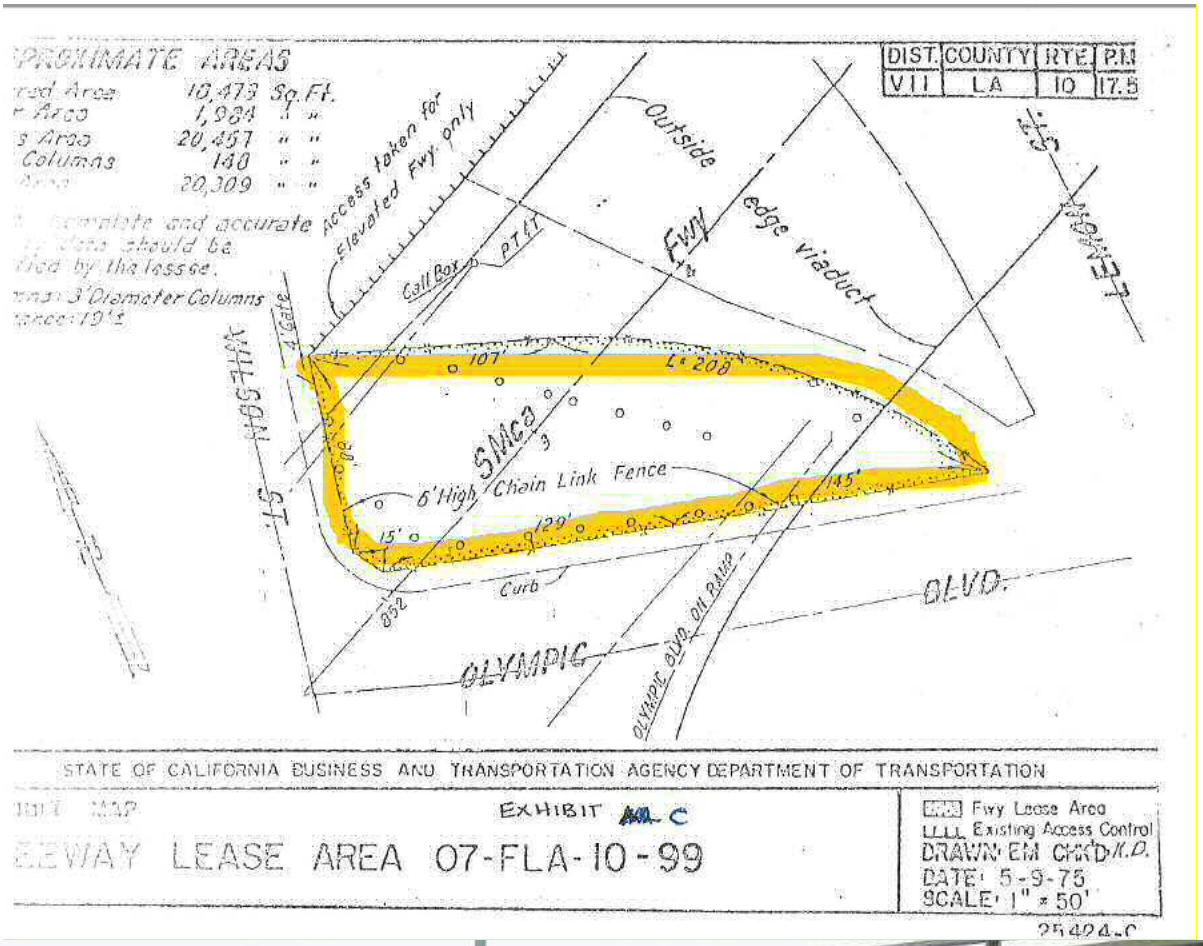
DATE OF AUCTION: November 5th, 2020 at 11:30 AM

BID DEPOSIT: Winning bidder shall remit a Bidder Deposit prior to the time of Auction. Winning Bidder shall remit an additional deposit of the difference between the bid deposit and the security deposit **no later than fifteen (15) days prior to commencement date of the lease** but in no event shall **Security deposit** is defined as the winning bid amount plus $1,000.00

LEASE COMMENCEMENT DATE: JANUARY 1ST, 2021

REMITTANCE OF PAYMENT: Payments shall be delivered to Caltrans, Right of Way Division at **100 S. Main St, Los Angeles, CA 90012.** All payments, including the Bid Deposit and Security Deposit must be in the form of a Cashier's check, Certified check or Money order made payable to California Department of Transportation. ****Caltrans does not accept personal checks or cash.****


APPROXIMATE AREAS
ered Area 17,606 Sq.Ft.
er Area 4,788 " "
ss Area 22,394 " "
s Columns 148 " "
Area 22,246 " "
TE: Complete and accurate
lity data should be
rified by the lessee.
umns: 3' Diameter Columns
arance: 19'±
DIST. COUNTY RTE. P.M.
VII LA 10 17.5
LEMON ST.
HUNTER ST.
WILSON ST.
Fwy.
Curb
Outside edge viaduct
6' High Chain Link Fence
Access taken for Elevated Fwy. only
Call Box
PTIT
SMca.
OLYMPIC BLVD.
OLYMPIC BLVD-ON-RAMP
Curb
STATE OF CALIFORNIA BUSINESS AND TRANSPORTATION AGENCY DEPARTMENT OF TRANSPORTATION
HIBIT MAP
EXHIBIT A
REEWAY LEASE AREA 07-FLA-10-98
Fwy Lease Area
Existing Access Control
DRAWN: E.M. CHK'D: K.D.
DATE: 5-8-75
SCALE: 1" = 50'
REF. MAP: F2081-3 & FLA-APPR. MAP No. 25043-C
25423-C


PROXIMATE AREAS
10,473 Sq. Ft.
1,984 " "
20,457 " "
140 " "
20,309 " "
DIST. COUNTY RTE. P.M.
VII LA 10 17.5
Access taken for elevated Fwy only
Outside edge viaduct
Fwy
Call Box
P711
107'
L=208'
SAMO
6' High Chain Link Fence
145'
129'
15'
Curb
352
WESTERN AVE.
OLYMPIC
OLYMPIC BLVD. OFF RAMP
BLVD.
STATE OF CALIFORNIA BUSINESS AND TRANSPORTATION AGENCY DEPARTMENT OF TRANSPORTATION
EXHIBIT C
EEWAY LEASE AREA 07-FLA-10-99
Fwy Lease Area
Existing Access Control
DATE: 5-9-75
SCALE: 1" = 50'

GENERAL BID PROCEDURES

1. **The successful bidder must provide a completed and signed Non-Residential Lease Application within (5) working days from date of auction.** Should Caltrans determine that any of the statements, representations or certifications contained on said Non-Residential Lease Application are incorrect, false or misleading, the successful bidder will be given (5) five working days to rectify any deficiencies. If the successful bidder fails to rectify any deficiencies, the successful bidder's bid may be rejected and will result in forfeiture of the entire amount of the successful bidder's bid deposit, which may be retained as liquidated damages.

2. No bid shall be accepted which is less than the minimum monthly bid deposit.

3. Caltrans reserves the right to refuse any or all bids and to make reasonable changes to the terms of the Oral Bid Auction prior to the bidding process.

4. Caltrans reserves the right to change the bidding increments at our discretion.

5. Bid Deposit**:** Each winning bid must be accompanied by a bid deposit in the form of a certified or cashier's check payable to **State of California** or **California Department of Transportation**. A Public Agency shall have the option of submitting the required rental and security deposit following its Board Approval of the State's Standard Lease Form.

6. Deposits and First Month's Rent**:** The successful *bidder* shall present a certified or cashier's check in the amount equal to the difference between the bid deposit and the security deposit not later than **fifteen (15) days** prior to the commencement date of the lease. **Bid deposit** is defined as the minimum bid amount plus $1,000.00. **Security deposit** is defined as the winning bid amount plus $1,000.00. *Lessee* will present a certified or cashier's check for the first month's rent not later than **fifteen (15) days** prior to the commencement date of the lease. This check should be delivered or mailed directly to the following address:

   California Department of Transportation, District 7
   Office of Right of Way Airspace Development Branch - MS-6
   Attn: Airspace
   100 S. Main Street, MS-6
   Los Angeles, CA, 90012.

   Failure to pay by the date indicated may result in forfeiture of the bid deposit, which may be kept by Caltrans as liquidated damages.

7. The airspace property is being leased in an "as is" condition.

8. Successful bidders are to utilize only the designated area as specified on the parcel map and further referenced in their lease.

9. Regarding current or former tenants or subtenants: *All must be current in rental or lease payments and in good standing under any lease or rental agreement with Caltrans*. Caltrans may refuse to accept any bid from a current or former tenant who is delinquent in rental or lease payments or had been in breach at any time during the term of the current lease.

10. Failure of the successful bidder to execute the appropriate Caltrans lease for any reason will be considered a *default* by Caltrans and may result in the forfeiture of the entire bid deposit which may be kept by Caltrans as liquidated damages.

GENERAL DISCLAIMERS

All properties are being leased as parking lots for operable wheeled vehicles and open storage only. Other uses will be considered if they are appropriate for the area in which they are located. All uses must be approved by the Landlord and local jurisdiction.

1. All bidders agree to all terms and conditions in the Standard Parking and Open Storage Lease. The lease term will be for 5 years. If you have questions as to whether your proposed use falls within these guidelines, please call the phone numbers listed on the first page. Prior to the auction date, a copy of each type of lease will be available for your review upon request via email. Partial terms of this lease are listed below.

2. The premises shall be used exclusively for the purposes of parking operable wheeled vehicles and open storage only. Other uses will be considered if they are appropriate for the area in which they are located. All other use must be approved by the Landlord and local jurisdiction.

3. Parking of wrecked or inoperable vehicles shall not be permitted.

4. There shall be no operation of facilities for a gasoline supply station. Vehicles used for gasoline or petroleum transportation shall not be permitted on the premises. No bulk storage of gasoline or petroleum shall be authorized.

5. The lessee shall make no improvements or alterations of any kind, to the premises without prior approval from the Landlord.

6. The lessee shall pay all taxes and assessments that may be legally assessed on the Lessee's possessory interest or any improvements or equipment placed on the premises by the Lessee during the tenancy. Payment for all utilities is the responsibility of the Lessee.

7. A maximum of two signs which are no greater than 30 SF of surface area may be erected on the premises upon written approval by the State.

8. No vending or sales of any kind shall be allowed on the premises unless approved by the Landlord.

9. A high standard of cleanliness of the premises shall be required and at the Lessee's expense.

10. The Lessee's use of the premises shall comply with all Federal, State and local law, and at the Lessee's expense.

11. The maintenance of the premises including driveways, fences and guardrails shall be at Lessee's expense. The Lessee shall be responsible for repair to piers, columns, and column protection of the viaduct structure, which may be damaged incident to the Lessee's use of the premises.

12. The Lessee at his expense shall keep in force Public Liability and Property Damage Insurance with a company or companies approved by the State during the term of the lease. The Minimum Limits of Liability are **$ 5,000,000 per occurrence (CSL)** for bodily injury and

property damage liability combined. The State must be listed as an additional insured. The Certificate of Insurance must also identify the freeway lease area number. (For More Specific Information see the next Section titled "Insurance Information Sheet")

13. The Lessee shall not assign, sublet, or otherwise transfer the lease without prior written approval by the State and the concurrence of the Federal Highway Administration.

14. Also, no assigning, transfers, or subleasing can take place under any circumstances within the first six months of the lease term.

15. If the Lessee assigns, transfers, or subleases the site after the six month period, the Lessee shall pay the Landlord compensation in connection with the transaction in an amount equal to fifty percent (50 %) of any and all consideration, whether in present payments or future payments, which tenant receives from an (the) assignee(s), transferee(s) or subtenant(s) in excess of the amount of rent the Lessee is obligated to pay to the Landlord under the lease.

16. The Landlord reserves a Right of Entry for necessary protection, maintenance, reconstruction, and operation of the freeway structures and appurtenances.

17. The Lessee agrees to comply with the Federal Civil Right Acts of 1964.

18. If trucks are to occupy, the successful bidder (Lessee) shall be required to provide freeway column protection according to Department of Transportation's specifications for those airspace sites which are for other than automobile parking at the successful bidders own cost. Prior to the bidding date, a copy of the column protection will also be available for your review by request by emailing Senior Rachel Kim at Rachel.kim@dot.ca.gov.

19. Storage of combustibles on the leased grounds, including wood pallets, shall not be permitted.

20. Re-Bidding on lots: When a lessee submits a 90-day notice to vacate and gives up a property, the lesser shall not be permitted to bid on the same property next time it is put up for auction.

21. Security Deposit: The State may hold from *Lessee* an amount equal to **$1,000** plus one month's rent as security deposit. Please note that the State does not characterize any portion of this deposit as "last month's rent". In the event of *DEFAULT* on parcels, *liquidated damages may be equal to the entire bid deposit of the minimum bid and may be kept as the default fee*.

22. Special Clauses notwithstanding, either party shall have the right to cancel the lease upon **(**90) ninety days written notice, except that in the event of a national or other emergency, in which case the State shall have the right of immediate possession.

23. **Annual Adjustment to Rent:** All leases will be automatically increased 3% each year.

INSURANCE INFORMATION SHEET

PLEASE GIVE THIS FORM TO YOUR INSURANCE AGENT OR BROKER.

The lease with the State of California, Department of Transportation, requires evidence of satisfactory liability and/or fire insurance. This evidence of insurance must be provided by completing the Department's Certificate of Insurance Form (enclosed) and returning it to the Department. In completing this form, the following requirements must be met:

A. The Lessee must be shown as Named Insured

B. The State of California, its officer, agents and employees must be included as Additional Insured, but only insofar as operations under the lease are concerned.

C. The Lessee at his expense shall keep in force Public Liability and Property Damage Insurance with a company or companies approved by the State during the term of the lease. The Minimum Limits of Liability are $ 5,000,000 per occurrence (CSL) for bodily injury and property damage liability combined. The State must be listed as an additional insured. The Certificate of Insurance must also identify the freeway lease area number.

D. The Minimum Limits of Liability are $5,000,000 per occurrence (CSL) for bodily injury and property damage liability combined.

E. The insurer will not cancel or reduced the insured's coverage without 30 days prior written notice to the State.

F. The State will not be responsible for the payment of any premiums or assessments.

G. If the policy contains any clause excluding coverage as to property in the care, custody or control of the insured, such clause shall not apply with regard to any liability of the State of California, its officers, agents, or employees.

H. Fire Insurance -The minimum limits of fire insurance coverage must be 100 percent of replacement value.