

# PUBLIC AUCTION



On Road 29 looking north at the property.

## **PROPERTY LOCATION**

South of Avenue 12 and east of Green Ct – [Google Maps Link](#)

Madera, CA 93637, (APNs) 047-101-012 & 047-101-013

## **MINIMUM BID**

\$728,000.00

## **REGISTRATION FEE/BIDDER DEPOSIT**

\$1,000.00

Cashier's check, money order, or certified check payable to California Department of Transportation—PERSONAL CHECKS WILL NOT BE ACCEPTED.

**BID OPENING**

**Date:** Monday, March 2, 2026

**Registration Time:** 9:00-9:50 AM (Pacific Standard Time)

**Auction Time:** 10:00 AM (Pacific Standard Time)

**OPEN HOUSE**

An open house will not be held.

**AUCTION LOCATION**

California Department of Transportation

2015 E Shields Ave, Suite 100, Room 145

Fresno, CA 93726

**CONTACT**

**Name:** Rory Hanson

**Phone Number:** (559) 939-8081

**Email:** [Rory.Hanson@dot.ca.gov](mailto:Rory.Hanson@dot.ca.gov)

**District Office Mailing Address:**

Department of Transportation – Right of Way

2015 E Shields Ave Suite 100

Fresno, CA 93726

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

**PROPERTY SOLD IN “AS IS” CONDITION**

# DATA SHEET

**DD 86534-01-01**

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**

The subject property is a vacant lot with some utilities on site, a parking light, deteriorated concrete from a previous improvement, and several mature trees. The property is mostly square in shape with access from Green Court. The northern border runs along Avenue 12, where the property is access-controlled (no direct access to Avenue 12). Both overhead and underground utilities are present along this northern boundary.

## **LOCATION**

South of Avenue 12 and east of Green Ct – [Google Maps Link](#)

Madera, CA 93637, (APNs) 047-101-012 & 047-101-013

## **SIZE**

3.83 +/- Acres

## **ZONING**

Commercial, Rural, Highway District (CRH)

## **SHAPE**

Square

## **TOPOGRAPHY**

Level

## **UTILITIES**

The property does not have any on-site utilities.

## **TENANCY**

No tenancy

## **ENCUMBRANCES**

The subject parcel is encumbered with a utility easement belonging to Pacific Gas and Electric Company (PG&E) along the northern property line containing 9,467 sf. (DE 86534-2) for an aerial electrical easement and 10,920 sf. (DE 86534-3) for a gas line easement. According to the deed language for both PG&E utility easements, the grantor is prohibited from placing or constructing any structures within the easement areas, including both surface and subsurface structures. The property is also access-controlled along its northern border. Subject to special assessments if any and easements of record. Buyer is encouraged to do their own research.

## **ENVIRONMENTAL HAZARD**

A visual inspection was conducted during the physical inspection of the subject property on August 26, 2025. No visual adverse environmental conditions were observed. However, appraisers are not qualified to detect unapparent conditions. However, according to Caltrans' Hazardous Materials Disclosure Document DD86534-01-01, APN 047-101-013-000, Apex Environmental, Inc. (APEX) conducted the removal of underground storage tanks (USTs) and associated equipment on May 14, 2014. APEX oversaw the removal of one 20,000-gallon diesel UST, two 12,000-gallon gasoline USTs, six product dispensers, and associated piping at the former Valero Station located at 28650 Avenue 12, Madera, California.

The summary of the findings indicated all soil samples collected from both the gasoline and diesel UST basins were below the laboratory detection limits for all analyzed constituents. With the exception of samples UDC-6 and UDC-11, all dispenser island samples also showed results below detection limits for all analyzed constituents. Sample UDC-6 from the dispenser island contained TPH as gasoline at 1.9 milligrams per kilogram (mg/kg) and total xylenes at 0.24 mg/kg. Sample UDC-11 showed TPHg at 14 mg/kg and TPHd at 11,000 mg/kg.

Due to the petroleum-based constituents found in UDC-11, approximately 100 cubic yards of soil were excavated around the sample location. Additional soil samples were taken from the bottom and sidewalls of the excavation pit. Laboratory results indicated that all samples were below detection limits for TPHd, except for the stockpile sample. Based on the results from the UST basin and dispenser island excavation, Apex Environmental believes that all petroleum contaminated soils have been removed.

## **REMARKS**

This sale is subject to the approval of the California Transportation Commission (CTC). The winning bid will be submitted for approval at the CTC meeting tentatively scheduled for **June 25-26, 2026**.

## **MINIMUM BID**

\$728,000.00

**REGISTRATION FEE/BIDDER DEPOSIT**

\$1,000.00

**DATE OF AUCTION**

March 2, 2026

**PURCHASE DEPOSIT**

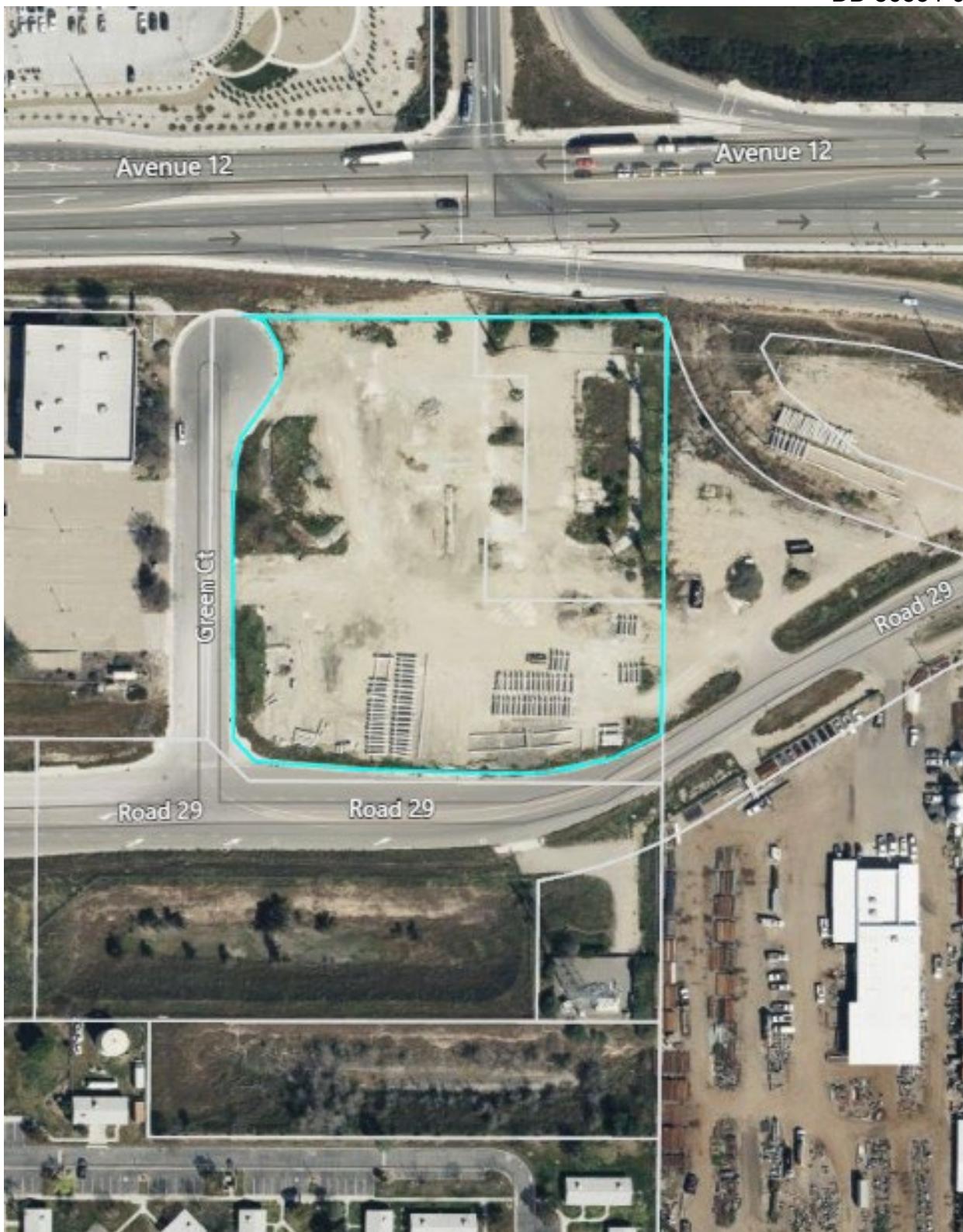
Winning bidder shall remit an additional deposit to bring total amount to **10% of the total winning bid within 7 working days** but in no event shall be later than **Wednesday, March 11, 2026 by 3:00 PM (Pacific Standard Time)**, or the Registration Fee/Bidder Deposit is forfeited, and the parcel may be awarded to subsequent highest bidders at the high bid price.

**PURCHASE PERIOD**

**Balance in full on or before June 29, 2026, by 3:00 PM (Pacific Standard Time).**

**REMITTANCE OF PAYMENT**

Payments shall be delivered to: Caltrans, Right of Way Division 2015, E. Shields Ave, Suite 100, Fresno, CA 93726. All payments, including Bidder deposit, the additional Purchase Deposit and Balance of Purchase Price must be in the form of a money order cashier's check, EFT (EFT available for purchase deposit and final payment only), or certified check made payable to California Department of Transportation. **\*\*Caltrans does not accept personal checks or cash.\*\***



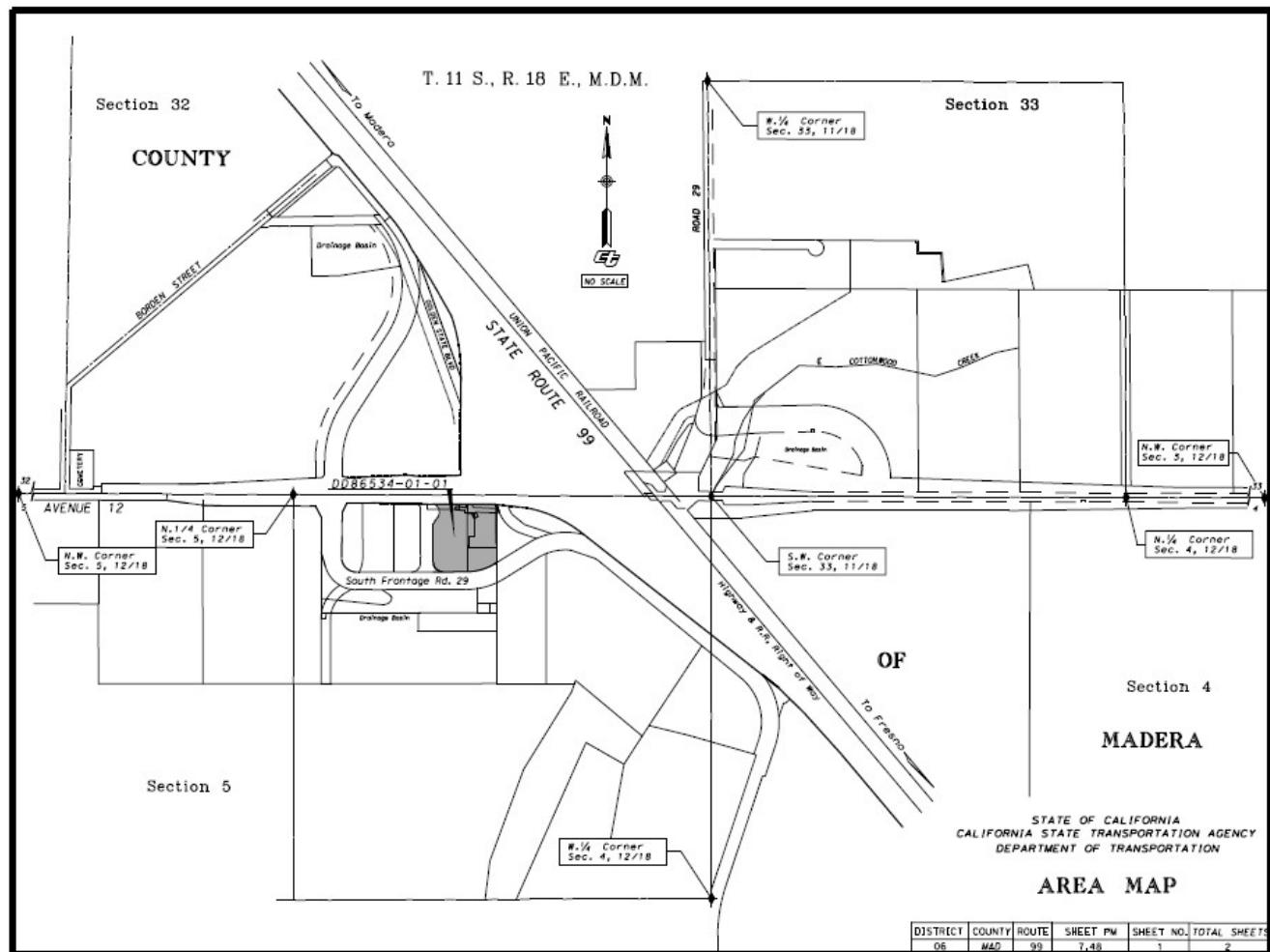
Aerial View of parcel highlighted in blue (drawing is not to scale)



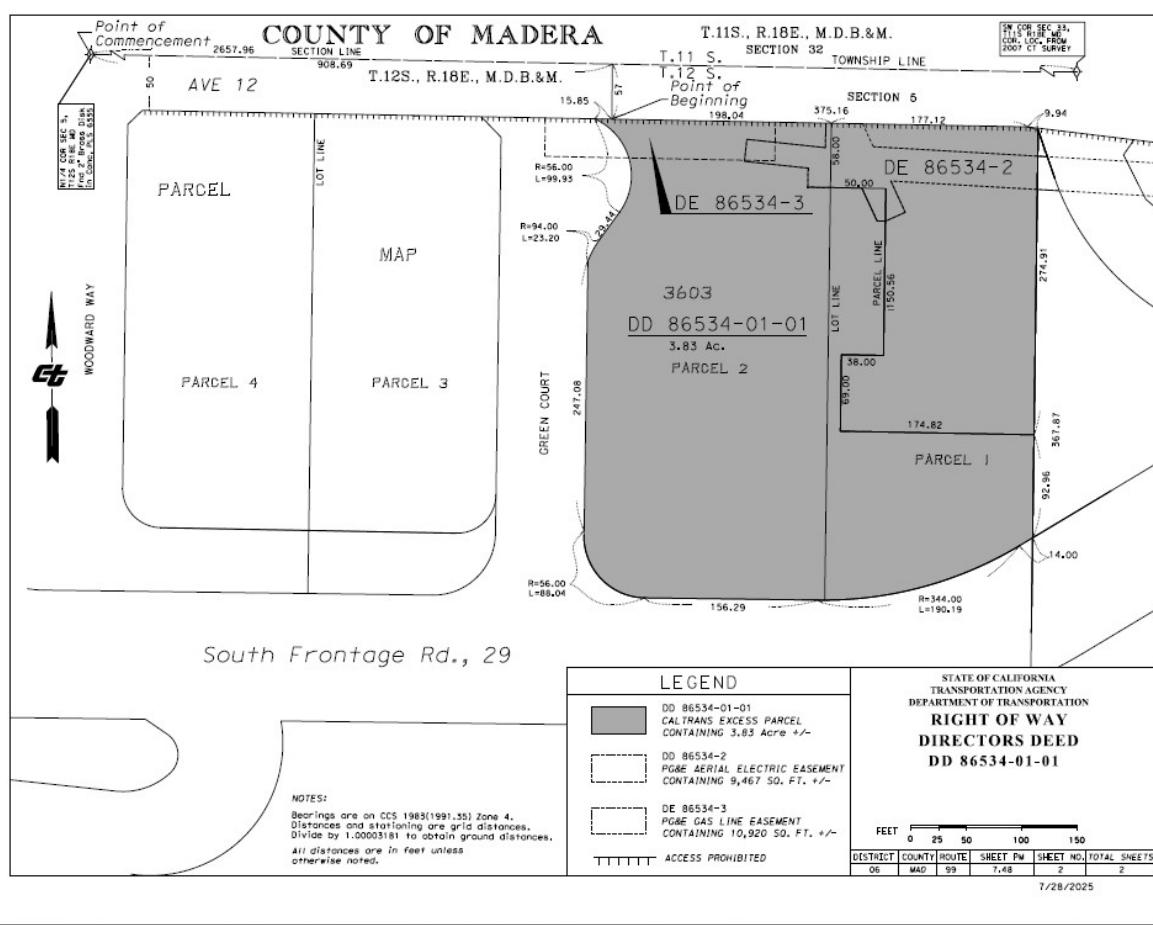
On S. Green Ct looking northeast at the property.



On the northern end of the property looking south.



86534-01-01 Director's Deed Area Map



86534-01-01 Director's Deed Parcel Map

**EXHIBIT "A"**  
**Legal Description of DD 86534-01-01**  
**Page 1 of 2**

A portion of Parcel 1 and 2 of Parcel Map 3603, recorded on June 22, 1999, in Volume 47 of Maps, at Pages 128-130, Madera County Records, as document number 9978033, and a portion in the Northeast quarter of Section 5, Township 12 South, Range 18 East, Mount Diablo Meridian, described as follows:

Commencing at the North quarter corner of said Section 5, said North quarter corner bears, North  $89^{\circ} 46' 46''$  West, 2657.96 feet, from the Northeast corner of said Section 5;

THENCE (1) leaving said North quarter corner, South  $89^{\circ} 46' 46''$  East, 908.69 feet, along the North line of said Northeast quarter of Section 5;

THENCE (2) South  $0^{\circ} 13' 14''$  West, 57.00 feet, to a point on the South line of the North 57.00 feet of said Northeast quarter of said Section 5, and the South right of way line of Avenue 12, said point being the POINT OF BEGINNING;

THENCE (3) along said South right of way line of Avenue 12, South  $89^{\circ} 46' 46''$  East, 375.16 feet;

THENCE (4) South  $74^{\circ} 19' 28''$  East, 9.94 feet leaving said South right of way line of Avenue 12, to the east line of said Parcel 2;

THENCE (5) along East line of said Parcel 2, South  $0^{\circ} 03' 48''$  East, 367.87 feet;

THENCE (6) leaving East Line of said Parcel 2, South  $58^{\circ} 12' 30''$  West, 14.00 feet to the beginning of a curve concave northerly, said curve has a radius of 344.00 feet;

THENCE (7) westerly along said curve through a central angle of  $31^{\circ} 40' 42''$  an arc distance of 190.19 feet;

THENCE (8) South  $89^{\circ} 53' 10''$  West, 156.29 feet to the beginning of a curve concave northeasterly, said curve has a radius of 56.00 feet;

THENCE (9) northwesterly along said curve through a central angle of  $90^{\circ} 04' 41''$  an arc distance of 88.04 feet to the East right of way line of Green Court;

THENCE along the East right of way line of said Green Court the following four courses:

(10) North  $0^{\circ} 02' 12''$  West, 247.08 feet to the beginning of a non-tangent curve concave southeasterly, said curve has a radius of 94.00 feet, to which a radial line bears North  $68^{\circ} 55' 09''$  West;

**DESCRIPTION OF PROPERTY CONTINUES ON NEXT PAGE**

EXHIBIT "A"  
Legal Description of DD 86534-01-01  
Page 2 of 2

(11) northeasterly along said curve through a central angle of  $14^{\circ}08'35''$  an arc distance of 23.20 feet;

(12) North  $35^{\circ}13'05''$  East, 29.44 feet to the beginning of a curve concave westerly, said curve has a radius of 56.00 feet;

(13) northerly along said curve through a central angle of  $102^{\circ}14'42''$  an arc distance of 99.93 feet to said South right of way line of Avenue 12;

THENCE (14) along said South right of way line of Avenue 12, South  $89^{\circ}46'46''$  East, 15.86 feet to the POINT OF BEGINNING.

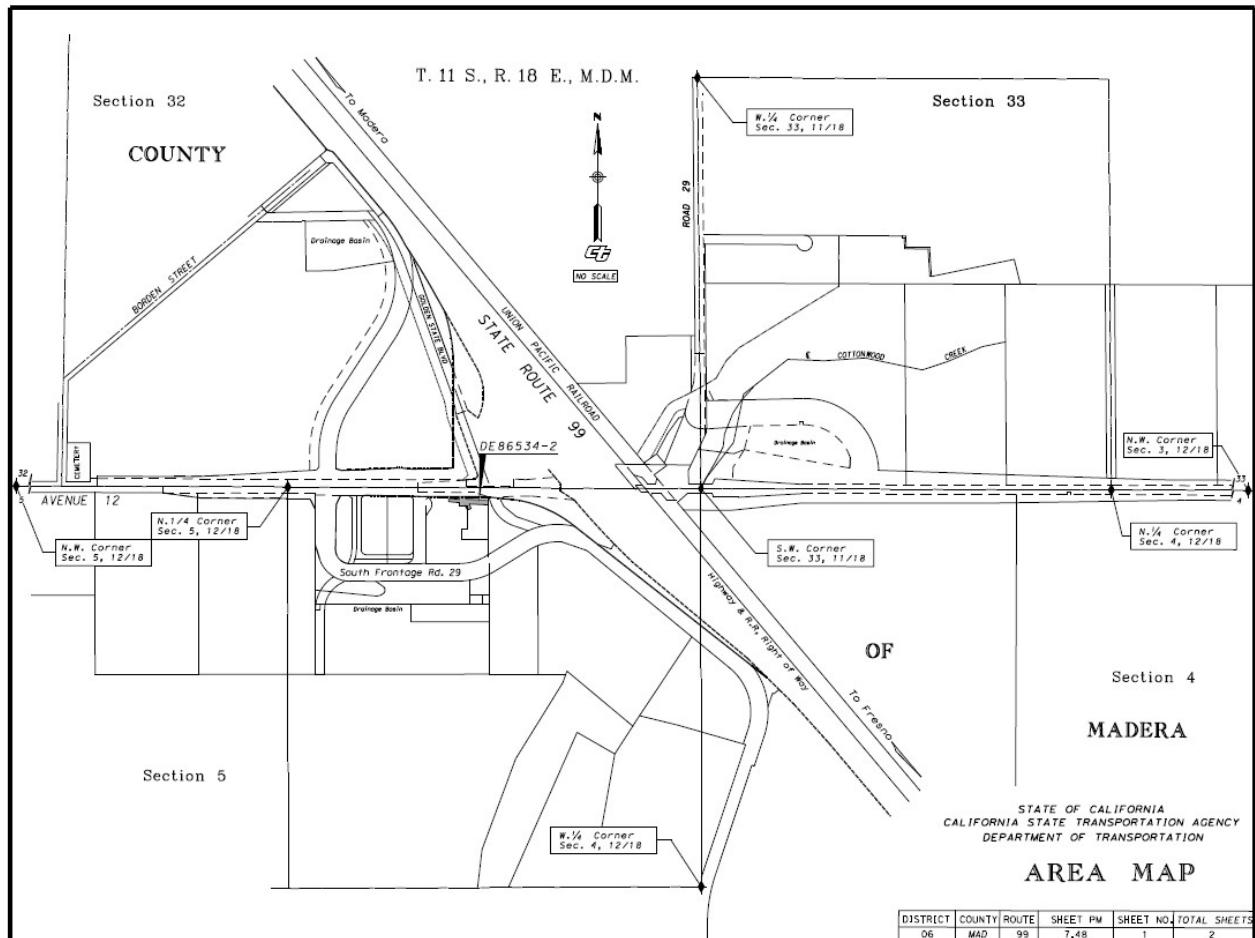
The bearings and distances used in this description are on the California Coordinate System of 1983, Zone 3. Divide distances by 0.99996819 to convert to ground distances.

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

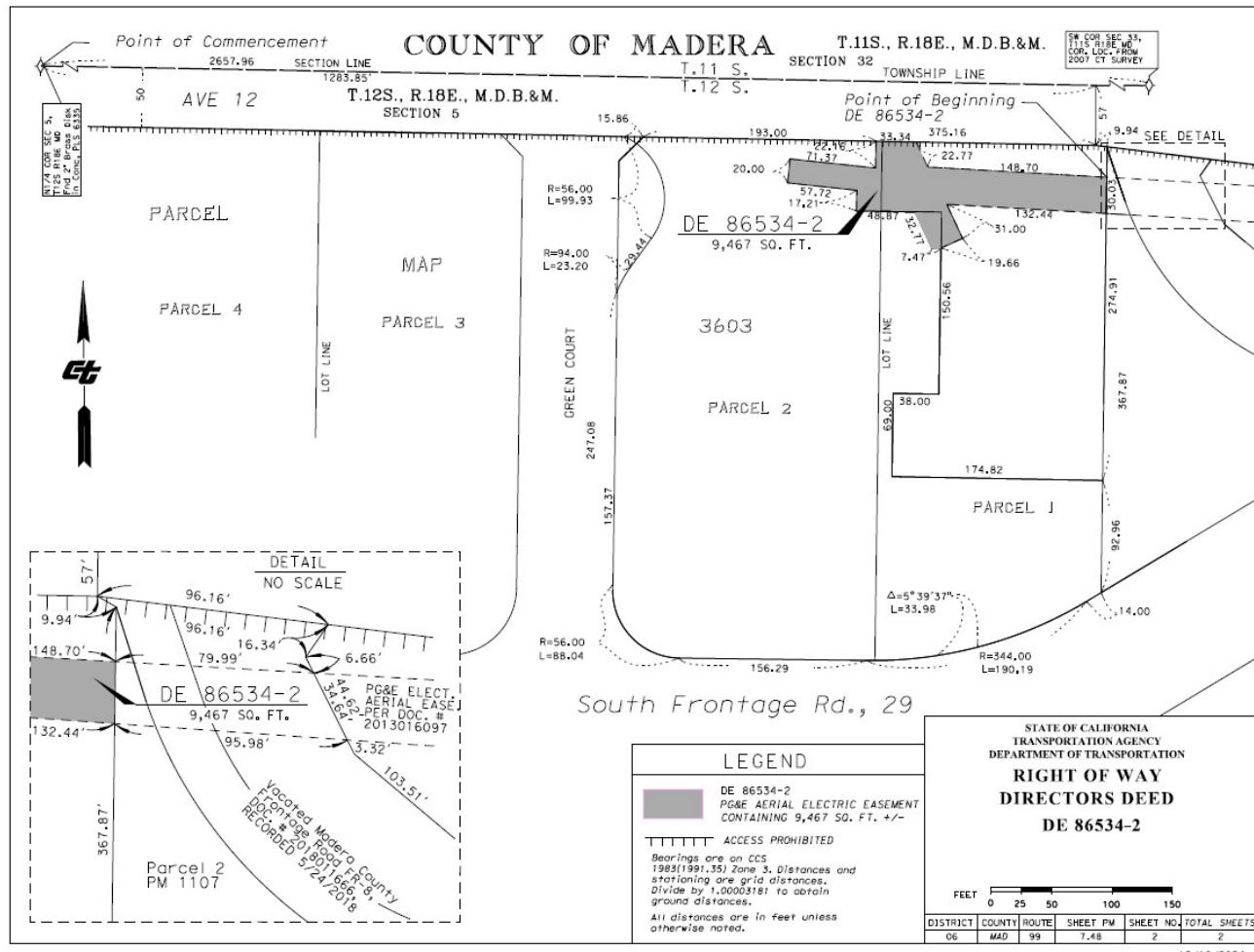
Signature Mark D. Elower  
Professional Land Surveyor  
Expiration Date December 31, 2024

Date July 19, 2023





## 86534-2 Director's Easement Area Map



## 86534-2 Director's Easement Detail Map

**EXHIBIT "A"**  
**Legal Description of DE 86534-2**  
**Page 1 of 2**

A PG&E aerial easement, 30 feet in width, lying within a portion of Parcel 1 and 2 of Parcel Map 3603, recorded on June 22, 1999, in Volume 47 of Maps, at Pages 128-130, Madera County Records, as document number 9978033 and a portion in the Northeast quarter of Section 5, Township 12 South, Range 18 East, Mount Diablo Meridian, described as follows:

Commencing at the North quarter corner of said Section 5, said North quarter corner bears, North 89° 46' 46" West, a distance of 2657.96 feet, from the Northeast corner of said Section 5;

THENCE (1) South 89°46'46" East, a distance of 1283.85 feet, along the North line of said Northeast quarter of Section 5;

THENCE (2) South 0°13'14" West, a distance of 57.00 feet, to the South line of the North 57.00 feet of said Northeast quarter of Section 5;

THENCE (3) South 83°50'18" East, a distance of 96.16 feet to the easterly line of the southeasterly Right of Way line of the 60 feet wide Vacated Madera County Frontage Road, FR-8, 60 feet in width shown as Exhibit 1A of Madera County Resolution Number 2018-066, recorded on May 24, 2018, as Document number 2018011666;

THENCE (4) along said easterly line of Madera County Frontage Road, South 34°08'25" West, a distance of 16.34 feet;

THENCE (5) along said easterly line of Madera County Frontage Road, South 27°31'36" East, a distance of 6.67 feet, to the westerly line of a Pacific Gas & Electric Easement Recorded on June 13, 2013 as Document Number 201301697;

THENCE (6) leaving said westerly line of a Pacific Gas & Electric Easement, North 87°32'42" West, a distance of 79.99 feet to the POINT OF BEGINNING;

THENCE (7) North 87°32'42" West, a distance of 148.70 feet;

THENCE (8) North 25°38'18" West, a distance of 22.77 feet;

THENCE (9) North 89°46'46" West, a distance of 28.30 feet;

THENCE (10) North 89°46'46" West, a distance of 5.04 feet;

THENCE (11) South 0°00'00" East, a distance of 22.16 feet;

THENCE (12) North 84°45'49" West, a distance of 71.37 feet;

**DESCRIPTION OF PROPERTY CONTINUES ON NEXT PAGE**

**EXHIBIT "A"**  
**Legal Description of DE 86534-2**  
**Page 2 of 2**

THENCE (13) South 5°14'07" West, a distance of 20.00 feet;  
THENCE (14) South 84°45'56" East, a distance of 57.72 feet;  
THENCE (15) South 0°00'00" East, a distance of 17.21 feet;  
THENCE (16) South 89°53'14" East, a distance of 48.87 feet;  
THENCE (17) South 25°38'18" East, a distance of 32.77 feet;  
THENCE (18) South 89°46'46" East, a distance of 7.47 feet;  
THENCE (19) North 64°47'55" East, a distance of 19.66 feet;  
THENCE (20) North 25°38'18" West, a distance of 31.00 feet;  
THENCE (21) South 87°32'42" East, a distance of 132.44 feet;  
THENCE (22) North 0°03'53" West, a distance of 30.03 feet to the POINT OF BEGINNING.

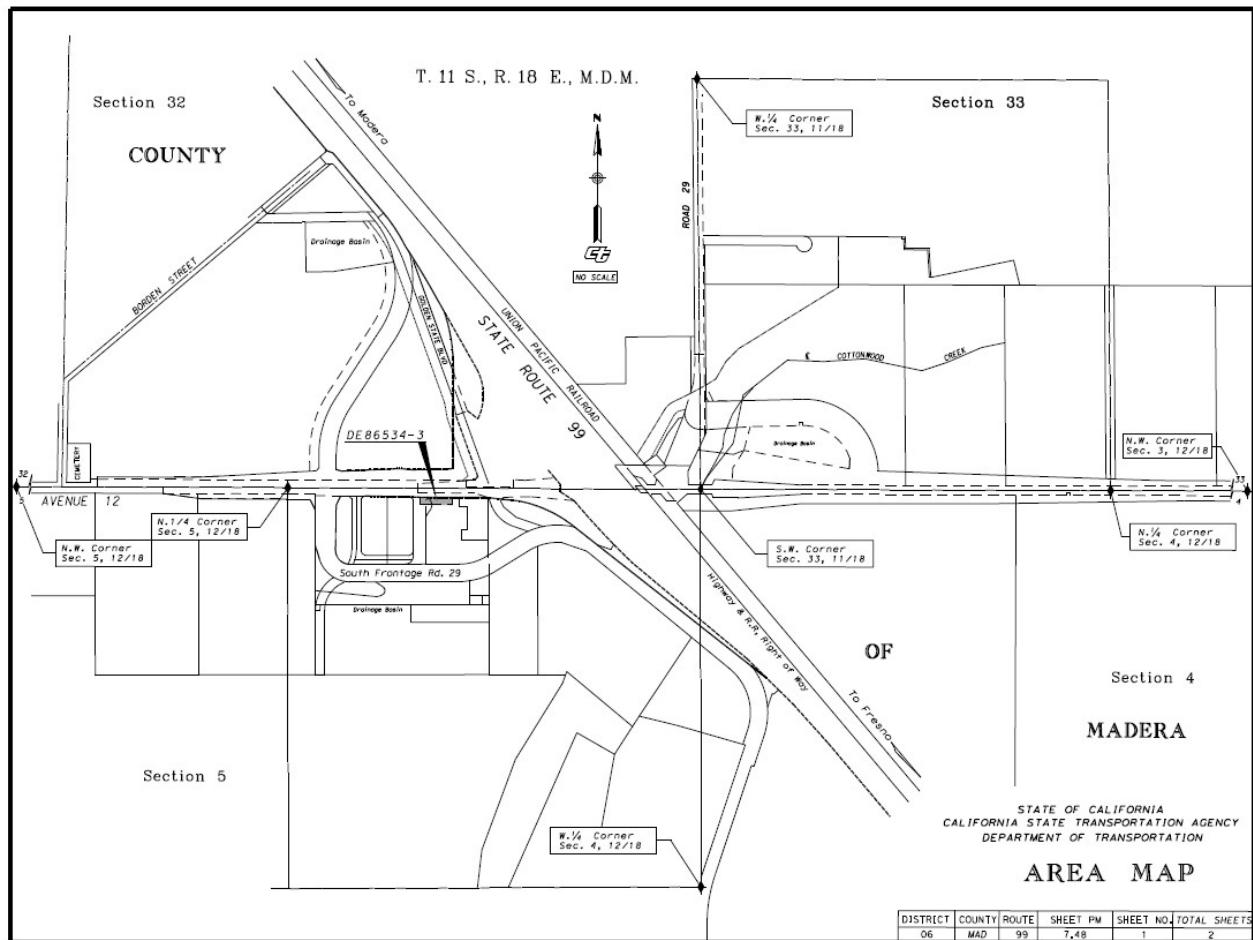
The bearings and distances used in this description are on the California Coordinate System of 1983, Zone 3. Divide distances by 0.99996819 to convert to ground distances.

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

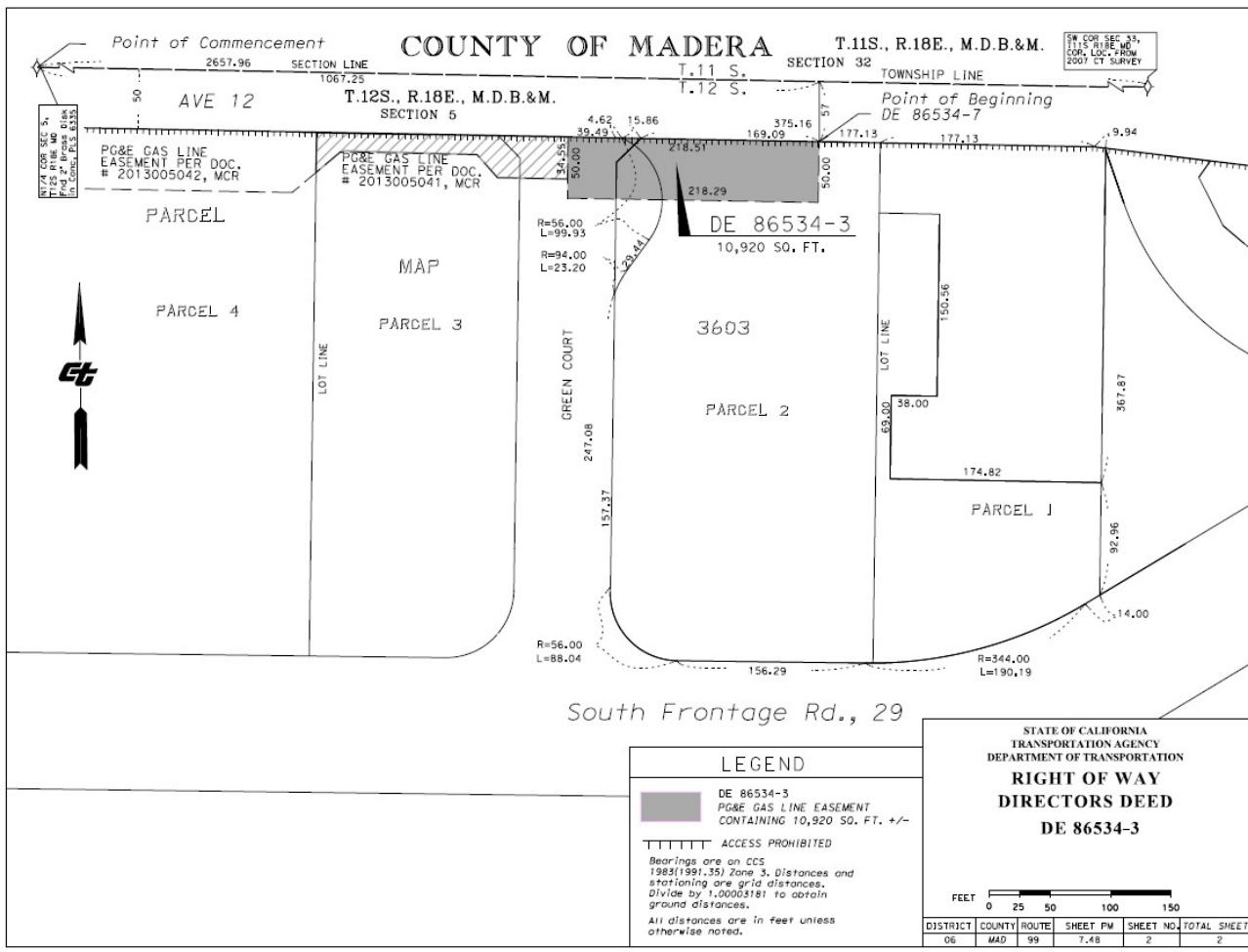
Signature Mark D. Elower  
Professional Land Surveyor  
Expiration Date: December 31, 2024

Date July 18, 2023





86534-3 Director's Easement Area Map



86534-3 Director's Easement Detail Map

**EXHIBIT "A"**  
**Legal Description of DE 86534-3**  
**Page 1 of 1**

A 50 foot wide Pacific Gas & Electric Company Gasline Easement, lying within a portion of Parcel 1 and 2 of Parcel Map 3603, recorded on June 22, 1999, in Volume 47 of Maps, at Pages 128-130, Madera County Records, as document number 9978033 and a portion in the Northeast quarter of Section 5, Township 12 South, Range 18 East, Mount Diablo Meridian, described as follows:

Commencing at the North quarter corner of said Section 5, said North quarter corner bears, North 89° 46' 46" West, a distance of 2657.96 feet, from the Northeast corner of said Section 5;

THENCE (1) South 89°46'46" East, a distance of 1,067.25 feet, along the North line of said Northeast quarter of Section 5;

THENCE (2) South 0°13'14" West, a distance of 57.00 feet, to a point on the South line of the North 57.00 feet of said Northeast quarter of Section 5, said point being the POINT OF BEGINNING;

THENCE (3) North 89°46'46" West, a distance of 218.51 feet to the easterly line of the Pacific Gas & Electric Company Gasline Easement LD #2212-18-0422, recorded on February 19, 2013 as Document Number 201305041, Madera County Recorder;

THENCE (4) along said easterly line of Pacific Gas & Electric Company Gasline Easement, South 0°02'12" East, a distance of 50.00 feet;

THENCE (5) South 89°46'46" East, a distance of 218.29 feet;

THENCE (6) North 0°13'14" East, a distance of 50.00 feet to the POINT OF BEGINNING;

The bearings and distances used in this description are on the California Coordinate System of 1983, Zone 3. Divide distances by 0.99996819 to convert to ground distances.

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

Signature Mark D. Elower  
 Professional Land Surveyor  
 Expiration Date: December 31, 2024

Date July 14, 2023



# TERMS OF DEPOSIT AND PURCHASE AND SALE AGREEMENT

## MINIMUM BID

The State of California, Department of Transportation (Caltrans) has agreed to consider all bids equal to or greater than the advertised starting bid. **NO BID BELOW CALTRANS STARTING VALUE WILL BE RECOGNIZED.**

## BID REGISTRATION

In order to participate in this auction, **all bidders must submit a Bidder Deposit along with a completed Bid Form.** The Bidder Deposit must be in the form of a cashier's check, money order, or certified check made payable to the California Department of Transportation. The Bidder Deposit will be refunded by either certified mail or in person pick up to all unsuccessful bidders immediately following the auction.

## LIQUIDATED DAMAGES

The parties agree that deposits paid are a reasonable sum for liquidated damages should this transaction fail to close due to a material breach of this agreement by the Bidder, in that, when considering all the circumstances existing on the date of this agreement, it would be impracticable or extremely difficult to fix the actual damages. Bidder Deposit is considered liquidated damages if the winning bidder breaches, defaults, or withdraws after remittance of this deposit. Bidder/Registration Deposit AND Purchase Deposit are considered liquidated damages if the winning bidder breaches, defaults, or withdraws after remittance of purchase deposit.

## EXTENSION

There may be a situation wherein the winning bidder is unable to complete the terms within the time allowed for reasons beyond his/her control. Under these circumstances, Caltrans, at its discretion, may elect to extend the payment due date. A charge of 1% of the Purchase Price/Winning Bid Price per month shall be made for such extensions. This charge **SHALL NOT** be applied towards the Purchase Price/Winning Bid Price.

## REJECTED AND DISQUALIFIED BIDS

Caltrans 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 for Caltrans at any time prior to the recordation of the Director's Deed. 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 Caltrans, 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.

## **PURCHASE AND SALE AGREEMENT**

After the auction the successful bidder shall sign a Purchase and Sale Agreement, for cash and shall be bound to the terms specified in the Purchase and Sale Agreement. The highest bid will be submitted to the CTC for approval.

## **ESCROW**

Caltrans will maintain an internal escrow at no charge to winning bidder. Winning bidder may open an external escrow at his/her expense but selection of the escrow company is subject to Caltrans' approval, which Caltrans may withhold for any reason within its discretion. Should winning bidder elect to open an escrow, winning bidder and the escrow officer shall notify Caltrans by letter within 10 days from the date of the auction. The notification letters shall be mailed directly to Caltrans, Right of Way Division at the address listed on the data sheet of this brochure. Winning bidder agrees to pay any and all fees associated with the escrow, and any and all recording fees, documentary transfer taxes or any other real estate transaction fees involved in the transaction.

## **SUBSEQUENT HIGHEST BIDDERS**

In the event the winning bidder fails to execute the Agreement within the Purchase Period or defaults in the completion of the sale, Caltrans, at its discretion, may offer the parcel to subsequent highest bidders at the high bid. If the subsequent highest bidder accepts, the deposit requirements and Terms of the Purchase and Sale Agreement shall be the same as stated in this sales brochure, except that the agreement period shall commence on the day the parcel is awarded by Caltrans to the Subsequent High Bidder.

## **INSPECTION INDEMNITY**

Any inspection, visit and/or investigation of the property permitted by Caltrans 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 Caltrans 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 Caltrans from liability for any injuries to persons or property occurring during any inspection prior to close of the transaction.

## **INDEMNIFICATION**

Winning bidder shall defend, indemnify, and hold Caltrans and Caltrans' elected and appointed officers, agents, and employees free and harmless from and against any and all liabilities, damages, claims, costs, and expenses (including and without limitation to attorney's fees, legal expenses and costs, and consultant's fees, and investigation and remediation costs) arising in whole or in part from the existence of Hazardous Substances or Hazardous Substance Conditions. The indemnity is intended to address that liability for which Caltrans may be responsible solely out of its mere ownership of

said Property. This provision shall survive transfer of the title to said Property and any rescission of said transfer.

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

When used in this Agreement, "Hazardous Substance Condition" shall mean the existence on or under Property of a hazardous substance that requires remediation and/or removal and/or to be otherwise mitigated pursuant to applicable law.

### **NO ASSIGNMENT**

Winning bidder shall not assign all or any part of his/her interest in this process without first having obtained the written consent of Caltrans. Any total or partial assignment shall not relieve winning bidder of winning bidder's obligation to this Agreement.

### **COMMISSIONS**

Each party represents and warrants to the other party that no broker or finder or other real estate agent is entitled to any commission, finder's fee or other compensation resulting from any action on its part. Bidder and Caltrans each agree to indemnify the other and defend and hold harmless the other party from and against any loss, cost, or expense, including attorney's fees, incurred by such party, and against any claims, causes of action or the like brought by any broker, finder or similar agent for a commission or fee on account of this Agreement. This section does not prohibit a bidder from obtaining a broker at their own expense.

### **EFFECTIVE HEADINGS**

The subject headings of the paragraphs and subparagraphs of this document are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

### **AGREEMENT TO PERFORM NECESSARY ACTS**

Each party agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions in this Agreement.

### **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the parties hereto. There are no third-party beneficiaries, intended or otherwise.

### **NOTICES**

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the person to whom notice is to be given or, on the second (2nd)

day after mailing if mailed to the party to whom notice is to be given, by First Class Mail, registered or certified, return receipt requested, postage prepaid and properly addressed to contact person and address listed on the data sheet of this brochure.

Any party may change its address for purposes of this paragraph by giving the other party written notice of the new address to the other party contained herein.

### **GOVERNING LAW**

This Agreement has been negotiated and entered into in the State of California and shall be governed by, construed and enforced in accordance with the laws of the State of California and according to its fair meaning, and not in favor of or against any party.

### **SEVERABILITY**

If any provision of this document is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all the other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

### **SURVIVAL OF REPRESENTATIONS AND WARRANTIES**

All covenants, representations, warranties, and other agreements under this Agreement shall survive the Close of Escrow.

### **TIME IS OF THE ESSENCE**

Time is of the essence and performance of this Agreement in respect to all provisions of this Agreement that specify a time for performance, and failure to comply with this provision shall be a material breach of this Agreement.

### **WAIVER**

No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of a provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this Agreement or at law shall not prevent the exercise by that party of any other remedy provided in this Agreement or at law.

# LIMITING CONDITIONS

1. CASH TERMS: THIS TRANSACTION WILL BE AN ALL-CASH SALE.
2. The sale is subject to the approval of the CTC. In the event the CTC fails to approve the sale, all monies paid by the winning bidder will be refunded without interest. Caltrans makes no representations or warranty concerning the CTC's approval of this sale. All vesting issues for this sale must be resolved at least six weeks prior to the date of the CTC meeting listed in this brochure. Title is transferred after full payment is received, CTC approves the sale and the Director's Deed is recorded.
3. Caltrans 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 monies shall be refunded without interest.
4. 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. Caltrans 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 State of California, Department of Transportation, 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. The sale of this property is subject to all matters of public record, any claim of easements or reservations not of record. Prospective bidders should consult with their local title company to obtain additional information regarding title concerns. Caltrans does not provide a preliminary title report
5. The winning bidder 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. Caltrans does not pay a broker's commission.
6. Winning bidder waives any further right to inspect the Property and conduct tests thereon at the time auction occurs unless Caltrans and buyer mutually agree to a written amendment. The Property is sold "**AS IS**" in its present physical condition as of the date of the auction, unless otherwise agreed upon and amended by both winning bidder and Caltrans mutually. Winning bidder acknowledges and agrees that they are acquiring the property in its present state and condition as of the date of the auction, 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, asbestos or other environmental health hazards. Winning bidder acknowledges and agrees that Caltrans 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 placing his/her bids.

7. Properties are not zoned under State ownership; therefore, it is recommended that all prospective bidders fully investigate zoning and land-use restrictions with local authorities concerning the potential uses. Caltrans makes no warranty regarding the zoning or rezoning of any property or land-use determinations. Bidder shall be responsible for checking and complying with local codes and ordinances for permitted land uses. Caltrans makes no representation regarding the potential for development, subdivision, zoning, or re-zoning of the Property. Winning bidder shall be responsible for compliance with any and all local codes and ordinances for permitted land uses of any kind.
8. Caltrans does not assume any liability for any damage which may be caused by flood hazards. Caltrans recommends bidder fully investigate the potentiality of such hazards with the appropriate Federal, State and local agencies.
9. All Caltrans 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.
10. The property is currently exempt from local taxes and will return to tax rolls upon recording of the Deed.
11. Should the bidder desire a survey of the property, this may be accomplished with the expressed consent of Caltrans and performed by an independent surveyor at the bidder's expense. Caltrans makes no warranty relative to the ground locations of property lines other than monumented highway right of way lines.
12. The sale of this Property is Categorically Exempt from the requirements of the California Environmental Quality Act of 1970 (CEQA). The environmental determination by Caltrans is for the sale of this Property only. It does not mean that the Winning bidder may not have to obtain subsequent environmental clearance or prepare an environmental document for any further actions, as required by any local agency. The Winning bidder should also be aware that when he/she seeks some form of approval/permit for development subsequent to 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.

13. Any Caltrans leasehold interests in the sale property held at the time of purchase is hereby transferred and assigned by Caltrans to Successful Bidder as of the recording date of the transfer of the property. Caltrans shall provide the Successful Bidder copies of any current leases for these interests, and lessee security deposits, or remainder for these leases after settlement of outstanding rent and other reimbursable charges owed to Caltrans. Caltrans shall retain rights to collect from lessees all outstanding rent and other reimbursable charges owed Caltrans at the time of purchase, and shall not otherwise obligate Successful Bidder to compensate Caltrans for lessee charges not covered by lessee security deposits. Caltrans shall provide the Successful Bidder an accounting of charges deducted from lessee security deposits pursuant to this purchase.
14. The bidder shall be bound to the terms specified in both the Terms of Purchase and Sale Agreement and the sales brochure.
15. The information contained herein has been obtained from sources deemed reliable, but accuracy and completeness are not guaranteed.

**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 of Transportation does not have any records indicating lead-based paint and/or lead-based paint hazards in the property that is being offered for sale. The purchaser is allowed a 10-day period to conduct a lead-based paint inspection or risk assessment at his/her own expense. However, the property is sold in an "AS IS" condition and no remediation will be done by the Department of Transportation. If a risk assessment is completed by a purchaser within the 10-day period on the residential property, and the purchaser decides not to exercise his/her option to purchase based on the results of the assessment, the Purchase Deposit will be refunded without interest.

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. Each buyer will receive a pamphlet entitled "Protect Your Family from Lead In Your Home" and be required to sign a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards Form.