

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF RIGHT OF WAY**

**NOTICE AND INVITATION TO BID FOR
LEASING OF STATE-OWNED FREEWAY LEASE AREA FRE-41-0006-03**

Oral bids will be accepted by the State of California, Department of Transportation, District 6, ("Caltrans") for the purpose of leasing the below listed freeway lease area (FLA) parcel.

Auction Date: Monday, August 24, 2026
Registration Time: 9:00-9:50 AM (Pacific Standard Time)
Auction Start Time: 10:00 AM (Pacific Standard Time)
Auction Location: 2015 E. Shields Ave, Suite 100, Room 145,
 Fresno, CA 93726

ORAL BID AUCTION

Those wishing to participate in the auction must arrive during the registration time 9:00 am – 9:50 am to register prior to the start of the auction. Prospective bidders arriving after 9:50 am may not be allowed to register or bid during the auction.

All bidders must bring a bid deposit check — in the form of a cashier's check, money order, or certified check, made payable to the "**California Department of Transportation**" — in the amount of **\$1,920.00**, to the auction. A **Bidder Registration form** will be provided at the auction, which bidders can complete during registration. The completed form will be collected during check-in, prior to bidding. At that time, the bid deposit check will be inspected but not collected. Bidders may hold onto their checks throughout the auction while bidding. After the auction, the Successful Bidder's check will be collected by Caltrans.

Caltrans Airspace Development Staff

Agents	Phone	E-Mail
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DATA SHEET
FLA-06-FRE041-0006-03

FLA NUMBER	ESTIMATED LEASE START	AREA (Sq. Ft)	MINIMUM BID	BID DEPOSIT	LEASE TERM
FRE-41-0006-03	10/1/2026	33,485 +/-	\$640	\$1,920	5 Years Airspace Lease

ESTIMATED LEASE START DATE:

- The listed date is only an estimate — Caltrans does not warrant that the lease will be fully executed by that date, and actual lease commencement could occur before or after the listed date.

LEASE AGREEMENT:

- Airspace Parking Lease Agreement** – This template agreement is used for all parking uses. An alternative approved use may require a different template lease.

USE RESTRICTIONS FOR ALL FREEWAY LEASE AREAS:

- Short Term Passenger Vehicle Parking Only** – Except as otherwise noted, FLAs are offered only for **daily parking for no more than 24 hours limited to passenger vehicles as defined in Vehicle Code Section 465, with a maximum number of two axles, under a total weight of 11,000 lbs., are not for commercial use, and are not defined as a house car in the Vehicle Code.** Any other proposed uses must be conditionally pre-approved by Caltrans before the date of the auction. Written pre-approval only provides approval for Bidder to participate and bid, but does not extend or guarantee final use approval, which shall be granted or withheld solely within Caltrans discretion. If Bidder fails to obtain pre-approval, participates in the auction, and the proposed use is denied by Caltrans, Bidder shall automatically withdraw its bid and 25% of the collected bid deposit amount shall be retained by Caltrans as liquidated damages.
- No Storage of Personal Property** – No personal property shall be stored within FLAs.
- Prohibited Items:** – the following items, though not limited to, are considered hazardous and prohibited so may not be brought onto an FLA:
 - Oil and other motor related fluids (when outside of an operable vehicle motor)
 - Gasoline (when outside of an operable vehicle fuel tank)
 - Non-operable vehicles
 - Wood items or lumber products, including pallets and chips/mulch
 - Portable buildings or other structures such as sheds or kiosks
 - Combustible, flammable or hazardous materials
 - Plastic or rubber materials including piping, conduit and other tubing
 - Tires (when not in use on wheels of an operable vehicle)
 - Paper products in quantities beyond typical consumer use
 - Fabrics
 - Batteries (when not in use on an operable vehicle)

- Chemicals/Cleaning supplies in industrial quantity
- Any other combustible, hazardous, or flammable materials that are capable of being easily ignited and burning quickly

ARTIFICIAL ENTITIES:

- Caltrans reserves the right to disqualify an artificial entity (corporation, LLC or LLP) as a tenant or to require that the artificial entity jointly execute the lease agreement together with a natural person with demonstrably adequate finances to support performance of the lease obligations, as solely determined by Caltrans.

ALL BIDDERS BY PARTICIPATING IN THE AUCTION AGREE TO THE FOLLOWING:

- 1. BIDDER'S ACCEPTANCE OF LEASE TERMS:** All Bidders shall review the applicable Caltrans lease agreements for acceptance of terms prior to bidding. By bidding on a freeway lease area (FLA), Bidders agree to all terms and conditions of the Caltrans lease templates. Caltrans reserves the right to revise the lease templates at any time prior to execution.
- 2. BIDS:** No bid shall be accepted which is less than the minimum monthly bid as shown above on this notice. Furthermore, Caltrans reserves the right to accept only those bids that are deemed in the best interest of Caltrans.
- 3. REFUSAL OF BIDS:** Caltrans reserves the right at its sole discretion to refuse any or all bids at any time prior to the full execution of the lease.
- 4. BIDDER REGISTRATION FORM:** On auction day, all Bidders must register prior to the start of the auction. **During registration each Bidder must present a fully completed Bidder Registration Form** that clearly states the Bidder's name, business association, contact information and a listing of each FLA the Bidder intends to bid on during the auction. Prospective Bidders arriving after close of the registration period may not be allowed to register or bid during the auction.
- 5. OBSERVER REGISTRATION:** All parties entering the Caltrans auction venue to observe the proceedings shall register providing their name and contact information prior to entering.
- 6. BID DEPOSIT:** During registration **each Bidder (INCLUDING EXISTING TENANTS) must present for inspection a bid deposit** in the form of a cashier's check, money order, or certified check payable to the "California Department of Transportation" in the amount indicated for the FLA. Only these forms of payment are acceptable. **Cash or personal/business checks will not be accepted. Failure to present for inspection the required bid deposit in the form required will result in bidder disqualification for the FLA.** Bidders will retain possession of their bid deposit checks during the auction. The Successful Bidder for the FLA must tender their bid deposit check to Caltrans at the conclusion of bidding. If the bid deposit tendered by the Successful Bidder is an amount greater than the required bid deposit, Caltrans shall retain the entire check amount to be applied to the pending tenancy security deposit and credit any

balance to the Successful Bidder's pending tenancy rent account. In the event of a Successful Bidder default on an FLA, the Successful Bidder shall automatically withdraw its bid and 25% of the collected bid deposit amount shall be retained by Caltrans as liquidated damages.

- 7. APPLICATION:** On the day of the auction, **Monday, August 24, 2026**, the Successful Bidder shall submit a fully completed and signed Airspace Lease Application before departing. The Airspace Lease Application contains language that requires a potential lessee to attest to having no unlawful detainers (UDs) and no bankruptcies within the last 10 years.
- 8. BUSINESS DOCUMENTATION:** By **Monday, August 31, 2026**, the Successful Bidder must provide business and financial documentation sufficient to demonstrate to Caltrans's satisfaction that it is capable of operating its business, maintaining the FLA, and paying rent for the full term of the lease.
- 9. CREDIT REPORT:** By **Monday, August 31, 2026**, together with the business documentation, the Successful Bidder, at its own expense, shall also submit a copy of their credit report, no older than 60 days from date of application, produced by a major credit bureau. A Corporate Business Report shall be submitted for artificial entities such as Corporations and Limited Liability Companies (LLCs) that have been in existence for at least one year. The Successful Bidder's application will be rejected for any unlawful detainer actions or bankruptcy filings in the past 10 years.
- 10. APPLICATION REJECTION:** Should Caltrans determine by its sole discretion that the Successful Bidder's credit report data is unsatisfactory or that required information in the Airspace Lease Application is missing, or any of the statements, representations or certifications contained on said Application are incorrect, false, or misleading, the Successful Bidder will be provided one additional business day to correct any deficiencies. If the Successful Bidder fails to completely remedy the deficiencies and adequately demonstrate its ability to proceed to Caltrans' sole satisfaction, the Successful Bidder's bid may be rejected and shall result in forfeiture of 25% of the Successful Bidder's collected deposit amount, which will be retained by Caltrans as liquidated damages.
- 11. LEASE:** By **Monday, September 21, 2026**, the Successful Bidder agrees to deliver to Caltrans the signed lease agreement. Bidders agree to all terms and conditions of the applicable Caltrans lease for each auctioned property. No Bidder may demand that any modifications be made to the Caltrans leases. Caltrans reserves the right to solely elect to revise lease terms or employ a different lease agreement template depending on the specific use of the auctioned property or its classification. If the Successful Bidder fails to perform as required for any reason, Caltrans retains the option of awarding the auctioned property to another Bidder.
- 12. SECURITY DEPOSIT:** Caltrans will retain a security deposit in an amount equal to the monthly rent during a tenancy. No portion of the security deposit shall be characterized as "last month's rent."

13. BID DEPOSIT BALANCE DUE: By **Monday, August 31, 2026**, the Successful Bidder shall tender to Caltrans a check for any Bid Deposit balance due calculated by multiplying the successful bid by two, adding the security deposit (one month's rent = successful bid), then subtracting the previously collected Bid Deposit amount. The Successful Bidder shall schedule an appointment to deliver the check to the Right of Way Airspace Development Branch of the California Department of Transportation, 2015 E. Shields Ave, Suite 100, Fresno, California 93726. In the event a Successful Bidder fails to tender the Bid Deposit balance by the due date, the Successful Bidder's bid may be rejected and shall result in forfeiture of 25% of the Successful Bidder's collected deposit amount, which will be retained by Caltrans as liquidated damages.

14. INSURANCE: All leases with Caltrans require evidence of satisfactory insurance, which must be provided by timely submittal of an industry standard Certificate of Insurance form. Non-compliance with this requirement constitutes a default and will result in immediate lease termination. Full insurance requirements are stated within the lease agreement. As a summary, Tenant must keep the following insurance policies in force during the term of the lease (coverage minimums are per occurrence):

All FLAs:

- Commercial General Liability Insurance (\$20,000,000 per occurrence)

Additional requirements for parking lots:

- Business and Auto Liability Insurance (\$1,000,000 per occurrence minimum)

Additional requirements if Tenant employees enter the FLA:

- Workers' Compensation and Employer's Liability Insurance (\$1,000,000 per occurrence minimum)

Additional requirements if FLA includes use of a building:

- Fire insurance (100% replacement value coverage)

15. TAXES: All FLAs are subject to County Possessory Interest Tax. All local, state, and federal taxes, as well as all possessory interest taxes, are the sole responsibility of the tenant. Nonpayment of taxes or other non-compliance with local ordinances constitutes a default that will result in lease termination.

16. LEASE TERMINATION: Caltrans leases contain clauses allowing either party to terminate the lease upon specific written notice, except in the event of a national or other emergency, in which case Caltrans shall have the right of immediate possession to maintain, secure, or protect highway structures.

17. PLANNING DEPARTMENT APPROVAL: Bidders must secure local approval for use and zoning compliance from the appropriate city or county planning department for any use other than an existing passenger vehicle parking use on a developed paved parking lot FLA. In the event that the Successful Bidder cannot obtain local planning department approval for the intended use, the Successful Bidder shall be in default and will withdraw its bid and 25% of the collected deposit amount shall be retained by Caltrans as liquidated damages.

18. AS-IS: The FLA is being leased in an “**AS IS**” condition. Bidders are required to personally inspect the FLA as current site conditions may be different than as depicted in the attached mapping. Caltrans provides no warranty as to the FLA's fitness for any intended use.

19. FLA DESCRIPTION: The FLA offered for lease at this auction is identified by a parcel number. An information sheet for the FLA to be auctioned is available to all bidders and is found below. The first page of the parcel information sheet includes an aerial photo of the FLA and ground level photos followed by right of way FLA maps that specifically depict the geographic boundaries and area of each parcel. The FLA maps and the highlighted aerial photo are for bidder convenience only and should not be relied upon by bidders to represent the actual condition of the depicted FLA as conditions may have changed between the time the map was drafted, and the photo was captured and the date of the auction. Furthermore, all information depicted in the information sheets is approximate. The net area shown on the FLA detail map may vary. All bidders shall personally inspect the FLA and contact Caltrans with any questions prior to the date of the auction. The tenant is to utilize only the designated area as specified on the FLA map and further referenced in the lease. In the case where the attached parcel mapping may not be accurate, the on-site ground conditions shall dictate the limits of the Premises.

20. EXISTING OR FORMER CALTRANS TENANTS: All existing tenants that wish to participate in the auction must be current in all rent payments (and any assessed fees) and in good standing under all lease or rental agreements with Caltrans. Caltrans may refuse to accept any bid from a current or former tenant who is delinquent on auction day or was previously delinquent in rent payments or in breach of any other provision of any Caltrans lease agreement. Furthermore, Caltrans may refuse to accept any bid from a former tenant that has vacated an FLA leaving an outstanding account balance owed to Caltrans due to unpaid rent or assessed damages.

21. DEFAULT: Failure of the Successful Bidder to execute a Caltrans Lease Agreement or failure to perform any other auction requirements, for any reason, shall constitute a default of the auction rules and this bid notice. Successful Bidder shall automatically withdraw its bid and incurably forfeit its contingent opportunity to lease the FLA. The Successful Bidder's default will cause Caltrans unspecified damages. As a result, the Successful Bidder agrees to forfeit the entire deposit amount held by Caltrans and agrees that 25% of the collected deposit shall be retained by Caltrans as liquidated damages. Upon the Successful Bidder's default, Caltrans reserves the right to offer the FLA to another Bidder.

22. CALTRANS EXEMPTION FROM LIABILITY: By participating in the Airspace Lease Auction, the Bidder agrees that Caltrans is to be free from any and all liability and claims for damages by any Bidder or Successful Bidder in the case Caltrans elects to refuse any bid or if Caltrans elects to declare a default if the Successful Bidder fails to perform for any reason thereby withdrawing its bid and forfeiting its deposit, or if the FLA is not available for the Successful Bidder to take possession on the new lease commencement date due to any lease processing delays or if the prior tenant

remains in possession of the FLA or the prior tenant's personal property is still located on the FLA. The Bidder further agrees to indemnify and save harmless Caltrans from any third-party claim of liability, loss, cost and obligation on account of Caltrans refusing any bid or any Bidder default, or if the FLA is not available for the Successful Bidder to take possession.

23. CITY OF FRESNO PARKING LOTS: Tenants within the City of Fresno who intend to operate a Commercial Parking Lot are required to comply with all City of Fresno permitting and business tax requirements. For more information, bidders may contact the City of Fresno Business Tax Division at (559) 621-6880 or businesstax@fresno.gov.

24. SUCCESSFUL BIDDER ACTIONS TIMELINE:

- Application Due By: Monday, August 24, 2026
- Credit Report Due By: Monday, August 31, 2026
- Business Documentation Due By: Monday, August 31, 2026
- Bid Deposit Balance Due By: Monday, August 31, 2026
- Tenant Signed Lease Due By: Monday, September 21, 2026

25. DEFINITIONS:

- "Bidder" – an adult who obtains a bidder number after completing the auction registration process on the day of the auction, which includes having reviewed all auction rules and requirements, providing a completed Bidder Registration Form listing every FLA the person intends to bid on, and presenting a cashier's check in the amount of the bid deposit for each FLA.
- "Successful Bidder" – the Bidder with the highest rent bid amount at auction that has been acknowledged by Caltrans for a particular freeway lease area being auctioned and conditionally accepted pending successful completion of the application screening process and other post-auction requirements.
- "Commercial Parking Lot" – as defined by local ordinance in the jurisdiction of the FLA.

Information Sheet: FLA-06-FRE-41-0006-03

On the northeast corner of Ventura St. and S. Topeka Ave under State Route 41 in the City of Fresno.



Online Google Maps link: <https://maps.app.goo.gl/oKMoAR9vJPW88cn87>

(Map is not to scale)

Utilities Status: No utilities available



At the eastern corner of the FLA looking northwest.



At the northeastern corner of the FLA looking west.



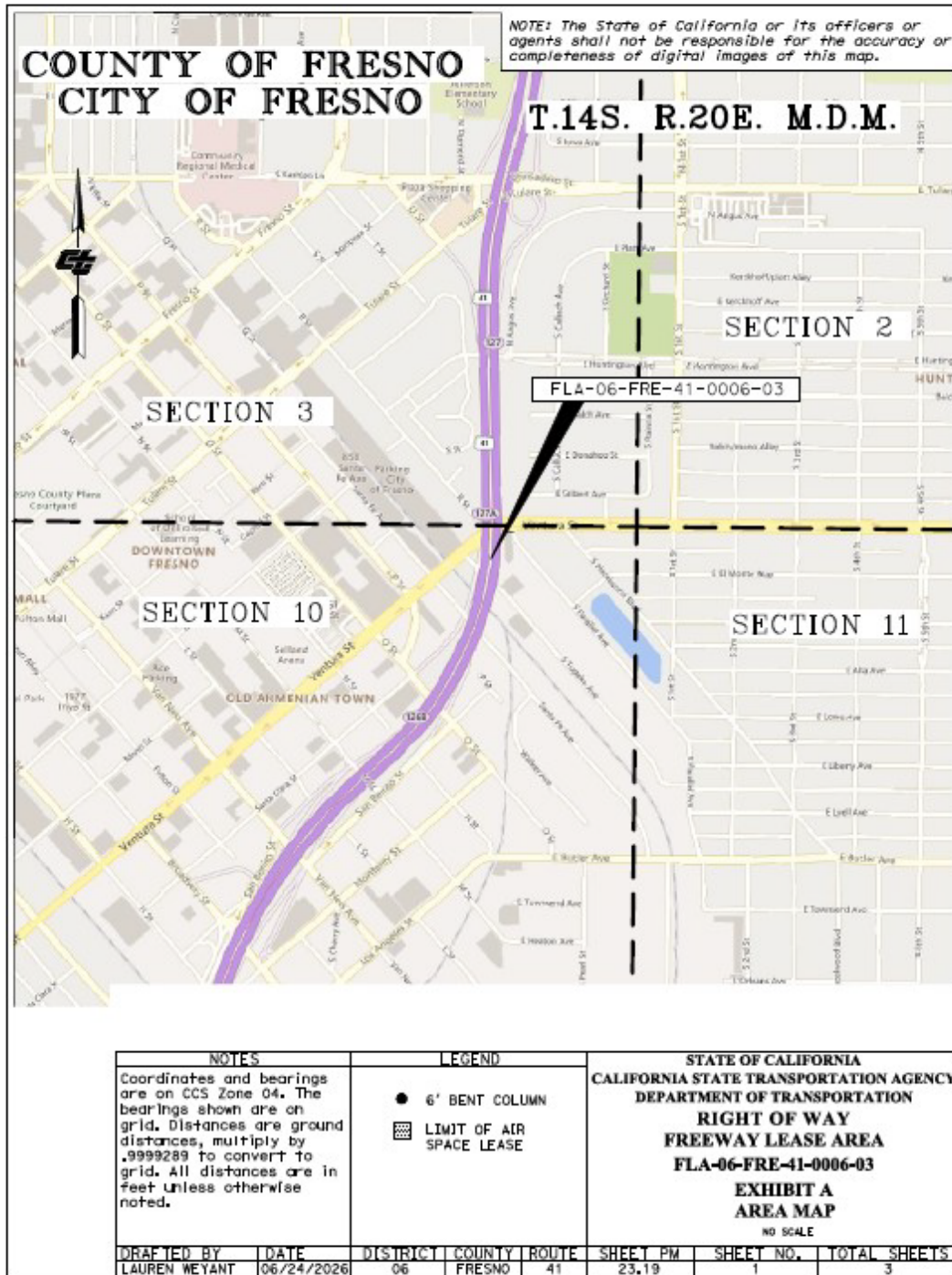
At the southern corner of the FLA looking northeast.



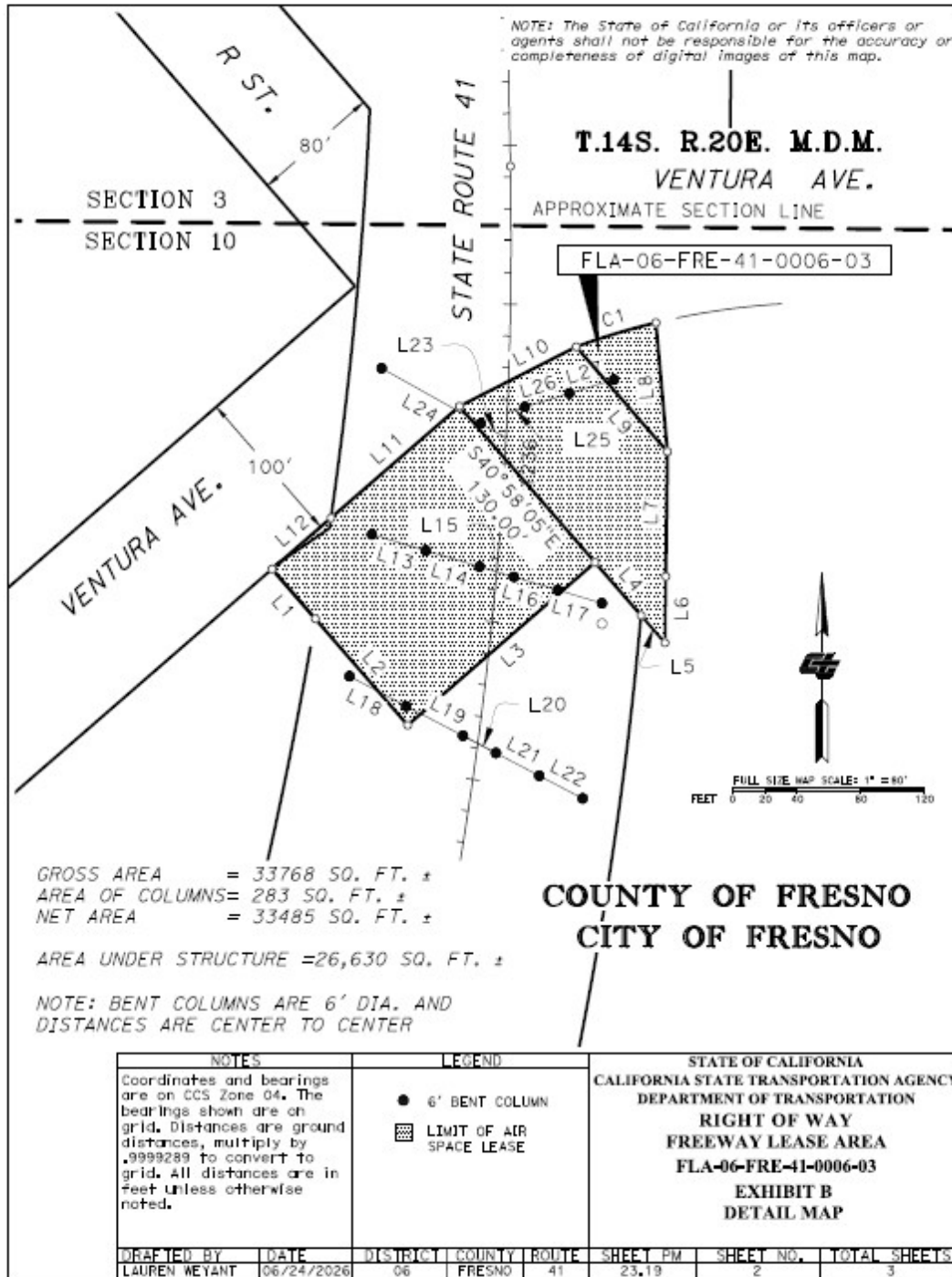
At the southwest corner of the FLA looking north.



On S Topeka Ave looking east.



FLA-06-FRE-0006-03 Area Map



FLA-06-FRE-0006-03 Detail Map