

SEALED-BID AUCTION BROCHURE



From W Dan Ronquillo Dr looking west

PROPERTY LOCATION

West of Dan Ronquillo Dr. and north of State Route 180 – [Google Maps](#)

MINIMUM BID

\$500.00

BIDDER DEPOSIT

\$500.00

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

SUBMITTAL DEADLINE

Date: Friday, July 10, 2026

Time: 3:00 PM (Pacific Standard Time)

BID OPENING

Date: Monday, July 13, 2026

Time: 10:00 AM (Pacific Standard Time)

Sealed Bid will be accepted by the State of California Department of Transportation until the above Submittal Deadline date and time. The bids will be publicly opened, read and the winning bidder will be announced.

OPEN HOUSE

An open house will not be held, but the public can visit the site at any time

SEALED BID OPENING LOCATION

Join link:

<https://cadot.webex.com/cadot/j.php?MTID=m16d12b021bf78cd1fa17e6d6a8bd4f7b>

Webinar number:

2486 833 7286

Webinar password:

edUpeypa336

CONTACT

Name: Rory Hanson / Briana Soleno

Phone Number: 559-939-8081 / 559-401-9682

Email: Rory.Hanson@dot.ca.gov

District Office Mailing Address: 2015 East 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 84741-01-01

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

Unimproved vacant lot. The southern boundary of the property, which borders State Route 180, is subject to access restrictions along its entire length.

LOCATION

West of Dan Ronquillo Dr. and north of State Route 180 - [Google Maps](#)

SIZE

1.26 Acres

ZONING

Commercial Highway (CH)

SHAPE

Irregular

TOPOGRAPHY

Level

UTILITIES

None

TENANCY

No Tenancy

ENCUMBRANCES

Subject to special assessments, if any, and easements of record. Bidders are encouraged to do their own research.

ENVIRONMENTAL HAZARD

The subject property is encumbered by a recorded Covenant to Restrict Use of Property (Fresno County DOC-2009-0082583), established between the California Department of Transportation (Caltrans) and the California Department of Toxic Substances Control (DTSC). Previously, part of the Westside Auto Dismantlers site, the property underwent environmental review before Caltrans acquired it for State Route 180, which revealed soil contamination. As a result, the covenant limits the property to commercial and industrial purposes only. Residential uses, hospitals, schools for individuals under 21, and day care centers are strictly prohibited. The covenant is documented as “**Environmental Covenant**” in this brochure.

MINIMUM BID

\$500.00

REGISTRATION FEE/BIDDER DEPOSIT

\$500.00

DATE OF AUCTION

Monday, July 13, 2026, at 10:00 AM (Pacific Standard Time)

PURCHASE DEPOSIT

Winning bidder shall remit an additional deposit to bring total amount to **10% of the total winning bid within (5) working days** but in no event shall be later than **Monday, July 20, 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 Monday, October 19, 2026, by 3:00 PM (Pacific Standard Time).

REMITTANCE OF PAYMENT

Payments shall be delivered to:

Caltrans District 6 Right of Way Division – Excess Lands
Attn: Rory Hanson / Briana Soleno
2015 E Shields Ave, Suite 100
Fresno, CA 93726

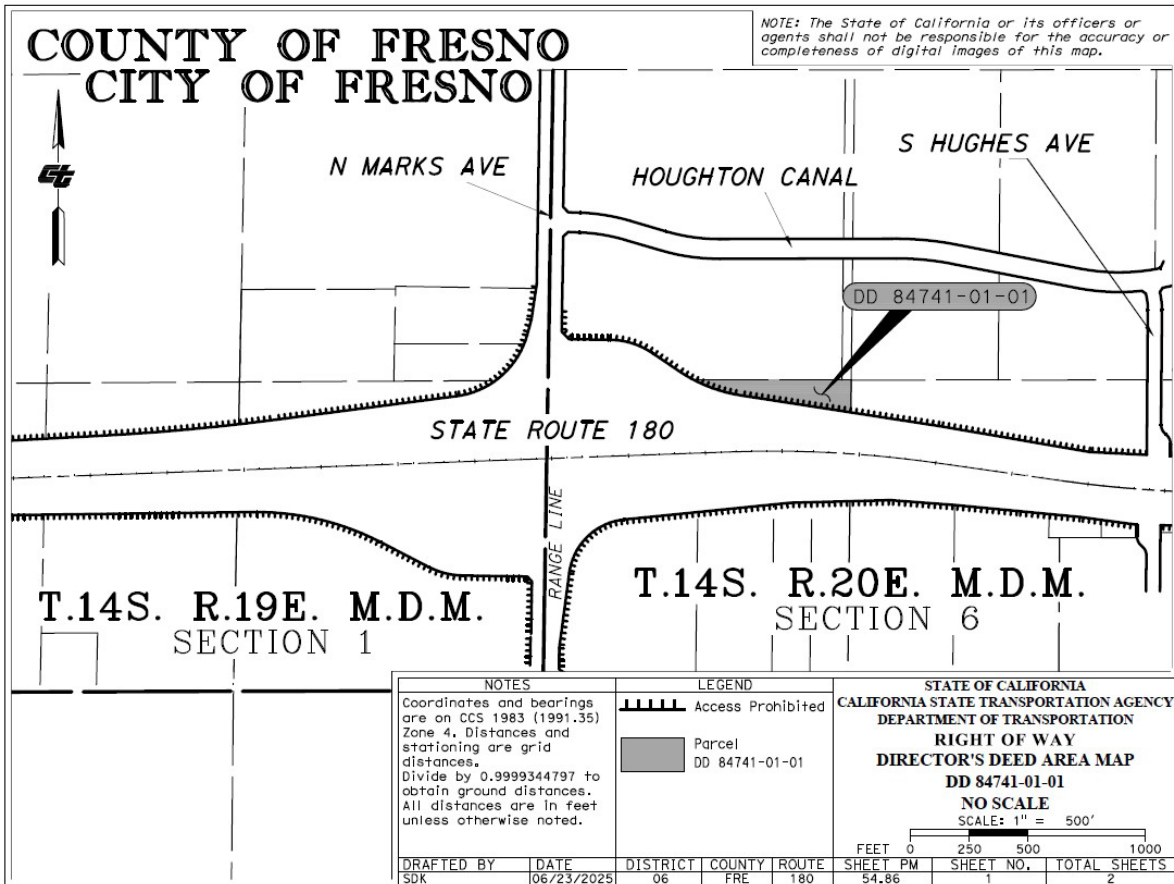
All payments, including Bidder deposit, the additional Purchase Deposit and Balance of Purchase Price must be in the form of a money order cashier's check, EFT (EFT available for purchase deposit and final payment only), or certified check made payable to California Department of Transportation. ****Caltrans does not accept personal checks or cash.****



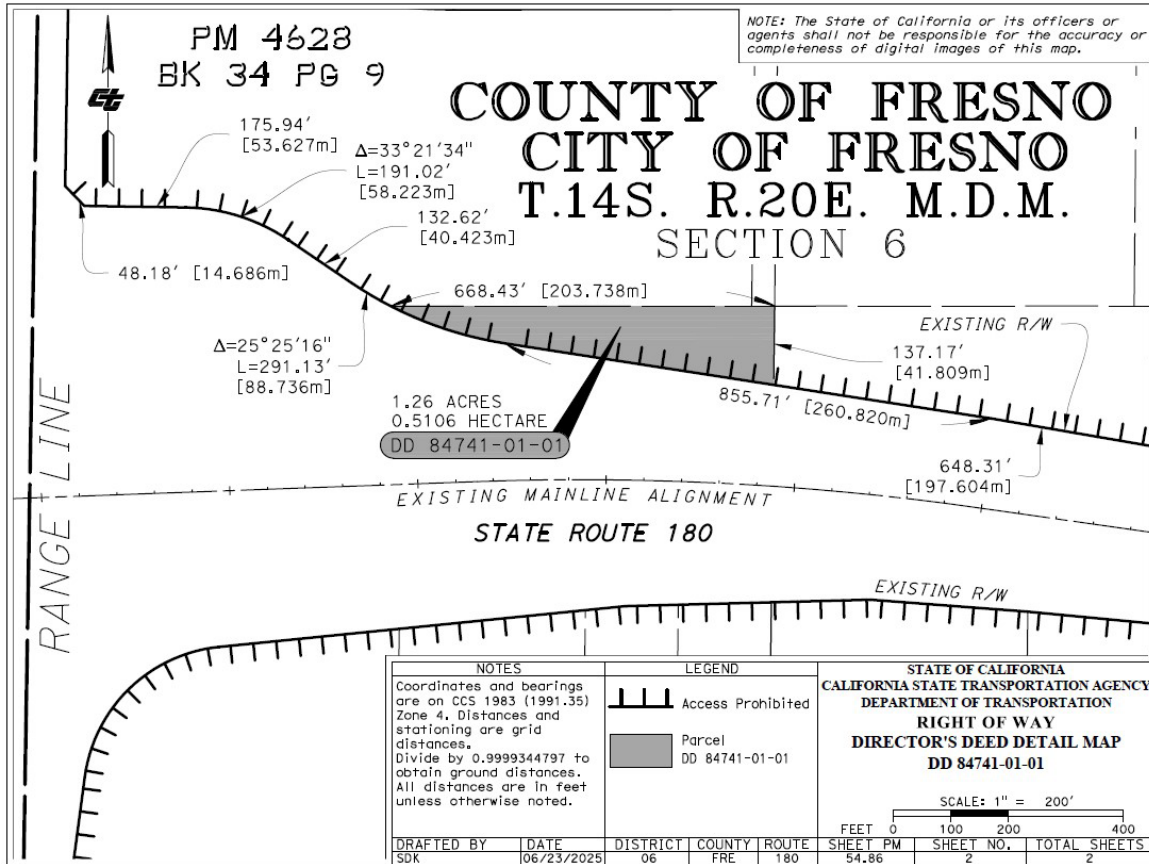
From W Dan Ronquillo Dr looking northwest



From Dan Ronquillo Dr looking southwest



DD 84741-01-01 Area Map



DD 84741-01-01 Detail Map

Exhibit "A"**DD 84741-01-01**

A portion of those certain four parcels of land granted to the State of California in Final Order of Condemnation recorded June 30, 2008 in Document No. 2008-0094068, Final Order of Condemnation recorded May 21, 2008 in Document No. 2008-0073938, Final Order of Condemnation recorded May 24, 2007 in Document No. 2007-0103118, and Grant Deed recorded April 5, 2005 in Document No. 2005-0074326, all recorded in Fresno County Recorder's Office, lying northerly of the following described courses:

BEGINNING at a point on the east line of said southwest quarter of Section 6 from which the south quarter corner thereof, marked by a 2 inch brass disk in concrete tagged CADOH, per Fresno County Corner Record document number 5172, bears South 00° 21' 31" West a distance of 305.048 meters;

THENCE (1) North 87° 03' 35" West, a distance of 83.885 meters;

THENCE (2) North 80° 13' 33" West, a distance of 197.604 meters;

THENCE (3) North 81° 13' 45" West, a distance of 260.820 meters to the beginning of a tangent curve, concave northeasterly, said curve having a radius of 200.00 meters;

THENCE (4) Northwesterly along said curve through a central angle of 25° 25' 16", an arc distance of 88.736 meters;

THENCE (5) North 55° 48' 30" West, a distance of 40.423 meters to the beginning of a tangent curve, concave southwesterly, said curve having a radius of 100.00 meters;

THENCE (6) Northwesterly along said curve through a central angle of 33° 21' 34", an arc distance of 58.223 meters;

THENCE (7) North 89° 10' 03" West, a distance of 53.627 meters;

THENCE (8) North 44° 08' 35" West, a distance of 14.686 meters, to east line of the west 53 feet of said section 6;

THENCE (9) North 00° 55' 48" East, along said east line, a distance of 30.00 meters;

THENCE (10) North 89° 04' 12" West, a distance of 16.156 meters to the west line of said Section 6;

THENCE (11) South 00° 55' 48" West along said west line of Section 6, a distance of 496.729 meters to the Southwest Corner of said Section 6, marked by a Scott McKay Monument bolt in concrete.

The bearings and distances used in this description are on the California Coordinate System of 1983, Zone 4. Divide distances by 0.9999344797 to convert to ground distances.

Subject to any and all existing easements, appurtenances, or other matters of record.

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

Signature *Claudia M. Westerlund*
Professional Land Surveyor
Expiration date: March 31, 2026

Date August 8, 2025




**State Business-No Recording Fee
(Gov. Code 27383)**

RECORDING REQUESTED BY:
State of California
Department of Transportation
855 M Street
Fresno, California 93721

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
1515 Tollhouse Road
Clovis, California 93611
Attention: Thomas W. Kovac, P.E., Chief
Brownfields and Environmental
Restoration Program


FRESNO County Recorder
Robert C. Werner
DOC- 2009-0082583
Wednesday, JUN 17, 2009 13:59:02
Tit Pd \$0.00 Nbr-0003013140
JZG/R3/1-18

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

Re: "County of Fresno Assessors Parcel Number 458-08-45T" A Portion of the former
Westside Auto Dismantlers formerly Fresno County Assessor's Parcel Number
458-08-03 to be restricted, DTSC site code number 101734-11

This Covenant and Agreement ("Covenant") is made by and between State of California Department of Transportation (the "Covenantor"), the current owner of property situated in Fresno, County of Fresno, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and Department, collectively referred to as the "Parties", hereby agree, pursuant to Civil Code section 1471, and Health and Safety Code section 25355.5 that the use of the Property be restricted as set forth in this Covenant; and the Parties further agree that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I

STATEMENT OF FACTS

1.01. The Property, totaling approximately 4.12 acres is more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by this reference. The Property is a portion of Fresno County Assessor's Parcel Number 458-08-03 and was acquired by the covenantor for the purpose of right of way for California State Highway 180. The Property is located in the area now generally bounded by West Whitesbridge Avenue on the south and South Marks Avenue on the west, County of Fresno, State of California. The Property is also generally described as Fresno County Assessor's Parcel Numbers 458-08-45T. A survey map showing the new parcel and a copy of the Fresno County Tax Assessor's Map are included in Exhibit B.

1.02. As detailed in the Final Preliminary Endanger Assessment Report (PEA) and as approved by the Department on July 13, 2006, all or a portion of the surface and subsurface soils within 3 feet of the surface of the Property contain hazardous substances, as defined in Health and Safety Code section 25316, which include the following contaminants of concern in the ranges set forth below: Lead (1.1 - 537 parts per million ("ppm"), Toluene (3.3 ppm), Xylene (1.8 – 3.0 ppm), Oil and Grease (80 ppm to 7,220 ppm), Total Petroleum Hydrocarbons Gasoline (0.9 – 7,022 ppm). Based on the PEA the Department concluded that use of the Property as a residence, hospital, school for persons under the age of 21 or day care center would entail an unacceptable risk due to health risk associated with lead. The Department further concluded that the Property, in its current condition, and subject to the restrictions of this Covenant, does not present an unacceptable threat to human safety or the environment, if limited to industrial or commercial use.

ARTICLE II

DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, prohibitions, and terms and conditions as set forth in

Page 2

any section of this Covenant.

2.03. Improvements. "Improvements" includes, but are not limited to: buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.04. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.05. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.06. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

ARTICLE III
GENERAL PROVISIONS

3.01. Runs with the Land. This Covenant sets forth Environmental Restrictions, that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Health and Safety Code section 25355.5 and Civil Code section 1471; (b) insures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to the Health and Safety Code, this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive owners of the Property are expressly

Page 3

bound hereby for the benefit of the Department.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease or sublease of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee written notice of the existence of this Covenant and its Environmental Restrictions.

3.04. Incorporation into Deeds and Leases. This Covenant and its Environmental Restrictions shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.05. Conveyance of Property. The Owner shall provide written notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, leases, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number (APN) noted on page one. If the new owner's property has been assigned a different APN, each such APN that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

3.06. Costs of Administering the Covenant to be paid by Owner. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the Owner hereby covenants for himself and for all subsequent Owners that, pursuant to Title 22 California Code of Regulations section 67391.1(h), the Owner agrees to pay the Department's cost in administering the Covenant.

ARTICLE IV
RESTRICTIONS

4.01. Prohibited Uses. The Property shall not be used for any of the following purposes:

- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.
- (b) A hospital for humans.
- (c) A public or private school for persons under 21 years of age.
- (d) A day care center for children.

4.02. Soil Management

- (a) The Owner shall provide the Department written notice at least fourteen (14) days prior to any excavation and removal of soils from a vertical profile that begins at the ground surface and extends to 2.5 feet below the ground surface.

4.03. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

ARTICLE V
ENFORCEMENT

5.01. Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, including but not limited to, failure to submit, or the submission of any false statement, record or report to the Department, shall be grounds for the Department to pursue administrative, civil or criminal actions.

ARTICLE VI

VARIANCE, TERMINATION, AND TERM

6.01. Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code section 25233.

6.02. Termination or Modification. Owner, or any other aggrieved person, may apply to the Department for a termination or modification of one or more terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25234.

6.03. Term. Unless ended in accordance with paragraph 6.02, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII

MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Department References. All references to the Department include successor agencies/departments or other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Fresno within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being

served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: Ms. Jamie A. Lupo, Office Chief
Central Right of Way
State of California
Department of Transportation
855 M Street
Fresno, California 93721

and

To Department: Mr. Thomas W. Kovac, P.E., Chief
Brownfields and Environmental Restoration Program
State of California
Department of Toxic Substances Control
1515 Tollhouse Road
Clovis, California 93611

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05. Partial Invalidity. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.06 Statutory References. All statutory references include successor provisions.

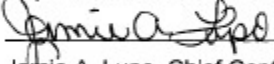
7.07 Inspection and Reporting Requirements. The Owner shall conduct an annual inspection and submit an Annual Inspection Report to the Department for its approval by January 15th of each year. The annual report must include the dates, times, and names of those who conducted and reviewed the annual inspection report. It also shall describe how

Page 7

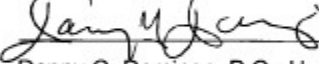
the observations were performed that were the basis for the statements and conclusions in the annual report (e.g., drive-by, fly-over, walk-in, etc.) If violations are noted, the annual report must detail the steps taken to return to compliance. If the Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Owner must within 10 days of identifying the violation: determine the identity of the party in violation, send a letter advising the party of the violation of this Covenant and demand that the violation ceases immediately. Additionally, copies of any correspondence related to the enforcement of this Covenant shall be sent to the Department within ten (10) days of its original transmission.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: Department of Transportation

By: 
Title: Jamie A. Lupo, Chief Central Right of Way
Date: 06-12-2009

Department of Toxic Substances Control

By: 
Title: Danny G. Domingo, P.G., Hazardous Substances Scientist
Date: 06-15-2009

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Fresno

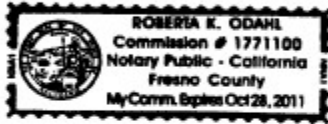
On 6/12/09 before me, Roberta K Odahl, Notary Public

personally appeared Jamie Lupo

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Roberta K Odahl

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Fresno

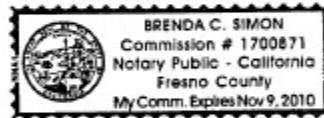
On JUNE 15, 2009 before me, Brenda C. Simon, Notary Public,
personally appeared DANNY G. DOMINGO

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Brenda C. Simon*



(seal)

OPTIONAL

Description of the Attached Document:

Title or Type of Document: COVENANT TO RESTRICT USE OF PROPERTY - ENVIRONMENTAL RESTRICTION
Date of Document: JUNE 15, 2009 Number of pages: EIGHT
Signer(s) other than the above: JAMIE A. LUPO

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Fresno Tax Assessor's Parcel Number 458-08-45T, Description

Fresno APN 458-08-45T, a 4.12 acre parcel is a portion of Fresno County Tax Assessor's Parcel Number 458-08-03 that was acquired for highway right of way purposes. APN 458-08-45T is comprised of Department of Transportation parcels, 84741-1 and 84741-1-01 whose legal descriptions are attached in Exhibit 1.

Exhibit A1: 84741-1

Exhibit A2:84741-1-01

//

1 Parcel 84741-1

2 For freeway purposes, that portion of the west half of the
 3 east half of the southwest quarter of the southwest quarter of
 4 Section 6, Township 14 South, Range 20 East, Mount Diablo Base
 5 and Meridian, more particularly described as follows:

6 Commencing at the southwest corner of Section 6, Township
 7 14 South, Range 20 East, Mount Diablo, Base and Meridian,

8 THENCE (1) North 89°59'06" East, 297.009 meters along the
 9 south line of said Section 6, to the east line of the west half
 10 of the east half of the southwest quarter of the southwest
 11 quarter of said Section 6; THENCE (2) North 00°42'57" East,
 12 241.274 meters along said east line to the true POINT OF
 13 BEGINNING; THENCE (3) continuing along said east line North
 14 00°42'57" East, 161.338 meters to the north line of the
 15 southwest quarter of the southwest quarter of said Section 6;
 16 THENCE (4) South 89°58'27" West, 98.501 meters along said north
 17 line to the west line of the east half of the southwest quarter
 18 of the southwest quarter of said Section 6; THENCE (5) South
 19 00°47'14" West, 171.200 meters along said west line; THENCE (6)
 20 North 84°16'41" East, 99.333 meters to the true POINT OF
 21 BEGINNING.

22 EXCEPTING THEREFROM the following described area:

23 Commencing at the southwest corner of Section 6, Township 14
 24 South, Range 20 East, Mount Diablo, Base and Meridian,
 25 THENCE (1) North 89°59'06" East, 297.009 meters along the south
 26 line of said Section 6, to the east line of the west half of the
 27

FINAL ORDER OF CONDEMNATION

12

1 Parcel 84741-1 (continued)

2 east half of the southwest quarter of the southwest quarter of
3 said Section 6; THENCE (2) North 00°42'57" East, 376.024 meters
4 along said east line to the true POINT OF BEGINNING; THENCE (3)
5 continuing along said east line North 00°42'57" East, 26.588
6 meters to the north line of the southwest quarter of the
7 southwest quarter of said Section 6; THENCE (4) South 89°58'27"
8 West, 98.501 meters along said north line, to the west line of
9 the east half of the southwest quarter of the southwest quarter
10 of said Section 6; THENCE (5) South 00°47'14" West, 3.282 meters
11 along said west line to the beginning of a non-tangent curve
12 concave northerly to which a radial line bears South 25°02'33"
13 West, said curve has a radius of 200.00 meters; THENCE (6)
14 easterly along said curve through a central angle of 16°16'18"
15 an arc distance of 56.799 meters; THENCE (7) South 81°13'45"
16 East, 44.574 meters to the true POINT OF BEGINNING.

17 TOGETHER WITH the right and easement to enter upon the
18 remaining portion of the owner's land for the purpose of
19 severing and removing the portions of improvements which lies
20 within the above-described parcel and for the purpose of
21 constructing, maintaining and shoring braces, foundations, or
22 walls necessary to support the remaining improvements on said
23 remaining portion of said owner's land after severing and
24 removing therefrom the improvements lying within the above-
25 described parcel, at any time within 120 days after the date
26 possession is authorized as indicated in the order for
27

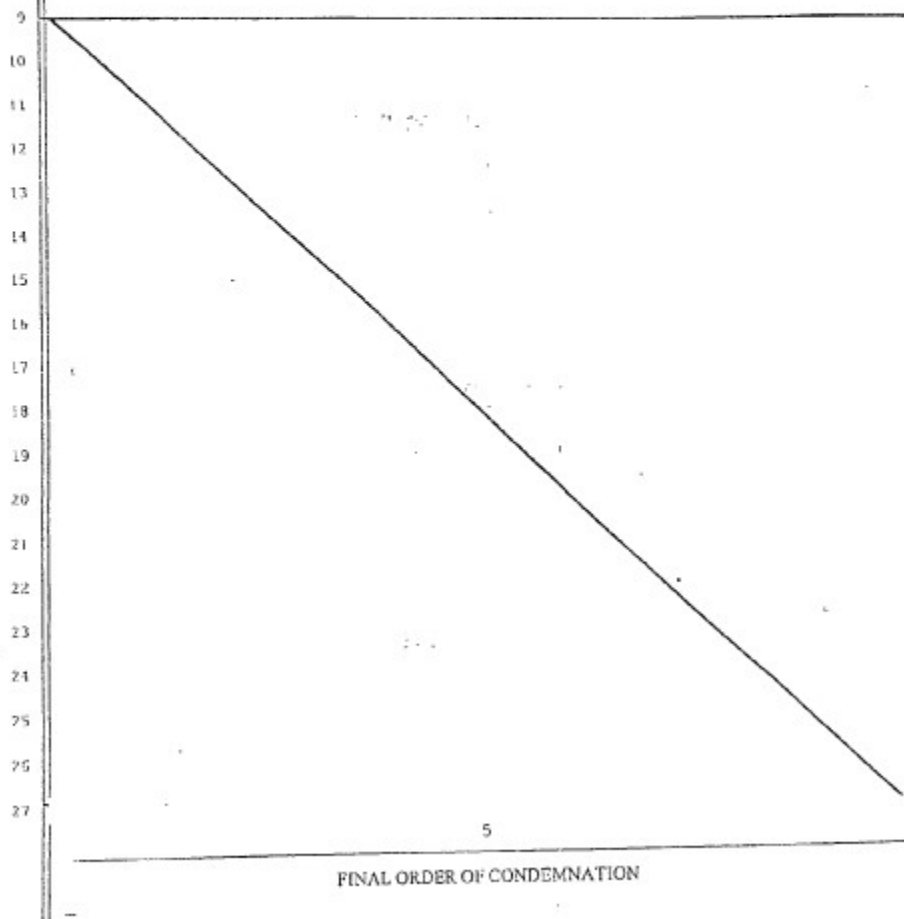
13

1 Parcel 84741-1 (continued)

2 possession, or within 120 days after FINAL JUDGEMENT IN
3 CONDEMNATION for the above-enumerated purposes.

4 Lands abutting said freeway shall have no right or easement
5 of access thereto.

6 The bearings and distances used in this description are on
7 the California Coordinate System of 1983, Zone 4. Divide
8 distances by 0.9999344797 to convert to ground distances.



14

1 Parcel 84741-01-01

2 For freeway purposes, that portion of the west half of the
3 east half of the southwest quarter of the southwest quarter of
4 Section 6, Township 14 South, Range 20 East, Mount Diablo Base
5 and Meridian, more particularly described as follows:

6 Commencing at the southwest corner of Section 6, Township
7 14 South, Range 20 East, Mount Diablo, Base and Meridian,
8 THENCE (1) North 89°59'06" East, 297.009 meters; along the south
9 line of said Section 6, to the east line of the west half of the
10 east half of the southwest quarter of the southwest quarter of
11 said Section 6; THENCE (2) North 00°42'57" East, 376.024 meters
12 along said east line to the true POINT OF BEGINNING; THENCE (3)
13 continuing along said east line North 00°42'57" East, 26.588
14 meters to the north line of the southwest quarter of the
15 southwest quarter of said Section 6; THENCE (4) South 89°58'27"
16 West, 98.501 meters along said north line, to the west line of
17 the east half of the southwest quarter of the southwest quarter
18 of said Section 6; THENCE (5) South 00°47'14" West, 3.282 meters
19 along said west line to the beginning of a non-tangent curve
20 concave northerly to which a radial line bears South 25°02'33"
21 West, said curve has a radius of 200.00 meters; THENCE (6)
22 easterly along said curve through a central angle of 16°16'18"
23 an arc distance of 56.799 meters; THENCE (7) South 81°13'45"
24 East, 44.574 meters to the true POINT OF BEGINNING.

25 The bearings and distances used in this description are on
26 the California Coordinate System of 1983, Zone 4. Divide
27 distances by 0.9999344797 to convert to ground distances.

5

FINAL ORDER OF CONDEMNATION

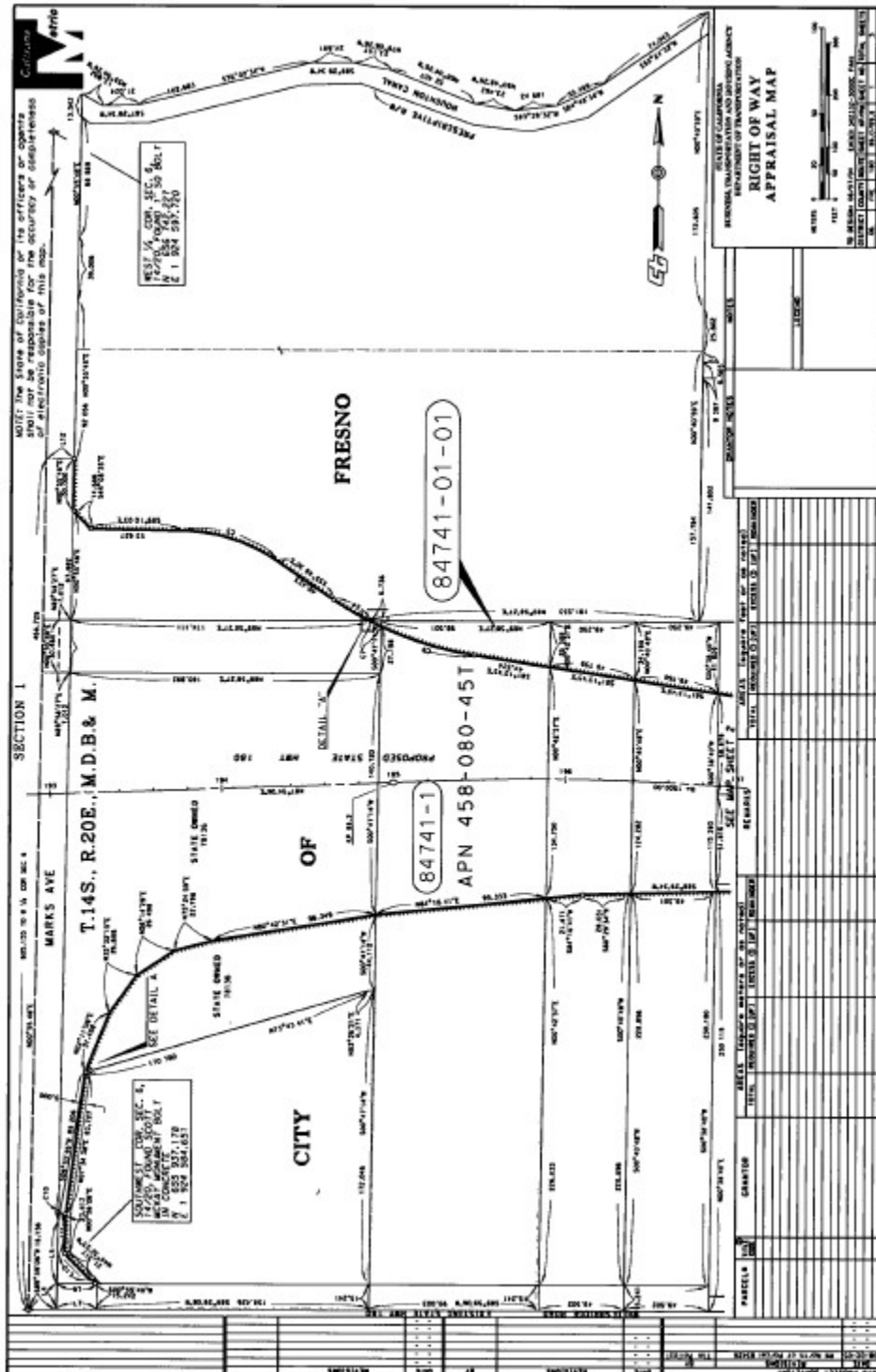
15

Exhibit B

Exhibit B1: Department of Transportation (DOT) Survey Map for Designated DOT
Parcels 84741-1 and 84741-1-01

Exhibit B-2: Fresno County Tax Assessor's Parcel Map for APN 458-08-45T

16

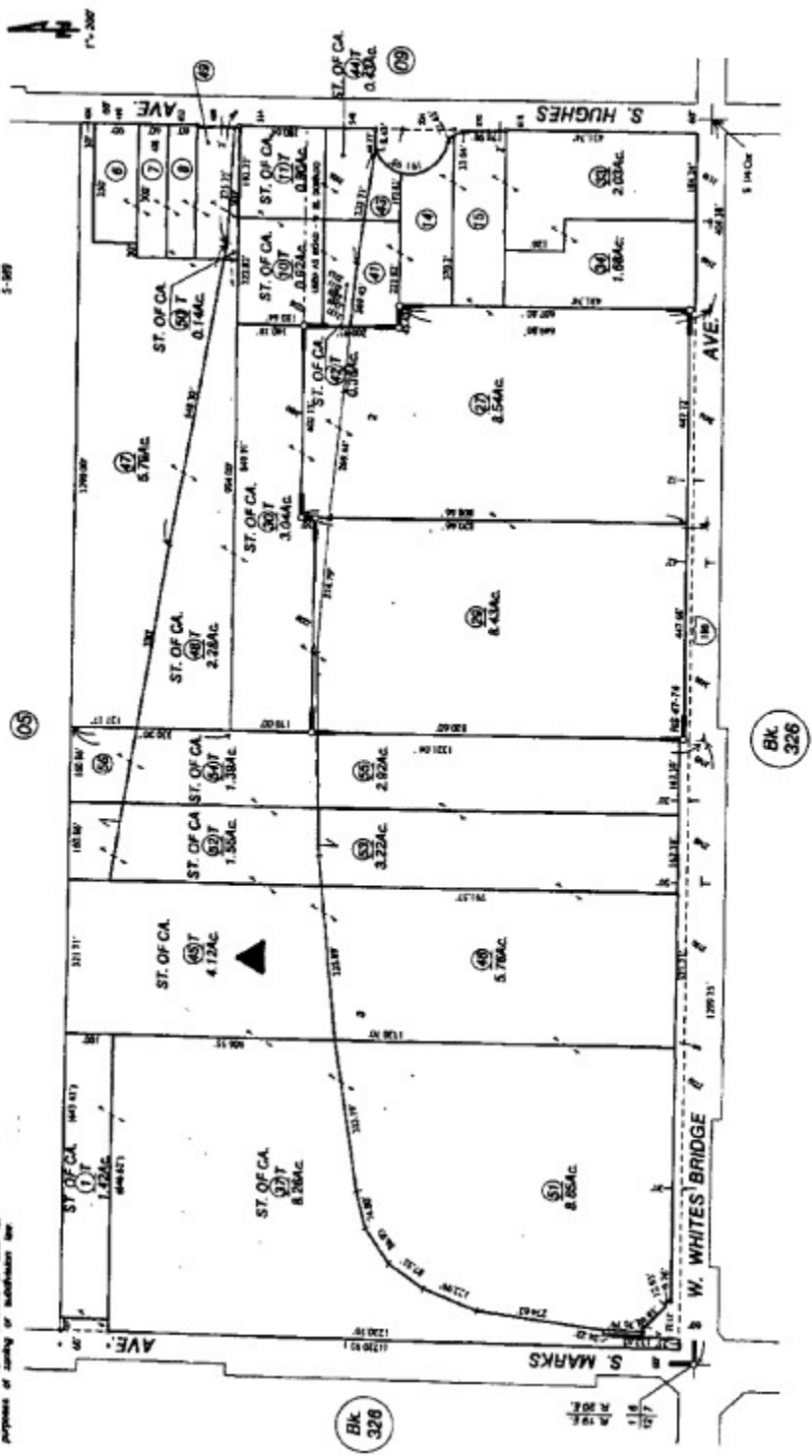


17

Environmental Covenant Page 17

SUBDIVIDED LAND IN POR. SEC. 6, T. 14 S., R. 20 E., M.D.B. & M. Tax Rate Area 458-08

NOTE ... This map is for assessment purposes only. It is not to be construed as conveying any ownership or interest of land for purposes of survey or subdivision law.



Assessor's Map Bk. 458 - Pg. 08
County of Fresno, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses

Subdivision of Section 6, 14/20 - Plat Bk. 2, Pg. 18
Record of Survey - Bk. 47, Pg. 74

07-11-08

TERMS OF 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 of 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. Intentionally omitted.
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 Categorical 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.

BID FORM – OPTION TO PURCHASE AGREEMENT

For the purchase of the real property described as **DD 84741-01-01 located west W Dan Ronquillo Dr and north of State Route 180**, the undersigned bidder submits the bid of: \$ [REDACTED] for the property described above. The registration fee of **\$500.00** is paid herewith-made payable to the Department of Transportation.

Upon notification from the California Department of Transportation that the undersigned Bidder is the successful Bidder, this “Bid Form” becomes the “Option to Purchase Agreement” and the Bidder hereby agrees to the terms of this Option. **All unsuccessful bidders will be refunded the registration fee following the bid opening.**

The winning bidder will be required to pay to the Department of Transportation the difference between the registration fee of **\$500.00** and an amount representing **10%** of the actual successful bid within **5** business days of the sale. The Department, **July 20, 2026, by 3:00 PM (Pacific Standard Time)**, must receive payment of said difference or the registration fee of **\$500.00** will be forfeited and the Option will be awarded to the 2nd highest bidder.

The balance of the purchase price shall be paid to the Department of Transportation for the bidder to exercise this Option on or before **Monday, October 19, 2026, at 3:00 PM (Pacific Standard Time)**.

All provisions of the “Terms of Option to Purchase Agreement” and contents of this Sales Brochure are hereby specifically incorporated by reference into the terms of this Option, and Bidder agrees to perform each of the terms.

BIDDER’S CONSENT

I understand that if I fail to complete the transaction as agreed, I forfeit all deposits made prior to that failure (e.g., Registration/Bidder Deposit **or** Registration/Bidder Deposit **and** Purchase Deposit).

I hereby understand and agree that the parcel(s) upon which I bid will be sold “AS-IS”. 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 done due diligence regarding 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 bid. If I am the successful bidder, I shall hold the State of California harmless regarding the 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.

[REDACTED] I have received and read these Terms of the Option to Purchase and the Sales Brochure for this auction. (Please initial)

VESTING INFORMATION

The property shall be conveyed by Director's Deed to:

(Please print how the title is to be vested)

Check one:

- Husband and wife as joint tenants Joint Tenant
- A married man/woman as his/her sole and separate property
- Single Man Single Woman
- Husband and wife as community property Tenants in common
- Other

It is also agreed that all notices and matters arising in connection with this transaction will be given to bidder in person or by certified mail addressed to:

(Please print name and address)

It is understood that the Department of Transportation shall record said Director's Deed and the undersigned Bidder agrees to pay the cost of recording and any documentary transfer tax when the final balance is paid. Bidder may take possession of said real property as soon as said Director's Deed has been recorded.

Date: _____ Signed: _____ Phone #: _____

Date: _____ Signed: _____ Phone #: _____

AUCTION INSTRUCTIONS

1. Remove and complete the Bid Form – Option to Purchase Agreement.
2. Include the registration fee of \$500.00 by cashier's check or certified check made payable to the California Department of Transportation. PERSONAL CHECKS WILL NOT BE ACCEPTED.
3. Enclose the Bid Form and the required registration fee of \$500.00 in an envelope. Attach the cut-out address and identification below on the front of the envelope. **Bids must be received on or before Friday, July 10, 2026, by 3:00 PM (Pacific Standard Time). BID opening will be on Monday, July 13, 2026, at 10:00AM (Pacific Standard Time).**
4. Your name and mailing address should be shown in the upper left-hand corner of the bid envelope.
5. Envelopes not properly marked or opened prior to the sale may be disqualified.

NOTE: IT IS VERY IMPORTANT THAT THE NOTICE BELOW BE AFFIXED TO THE OUTSIDE OF THE ENVELOPE ENCLOSING THE BID. THIS IS TO ELIMINATE POSSIBLE ACCIDENTAL OPENING OF THE BID ENVELOPE PRIOR TO THE ADVERTISED TIME OF BID OPENING AND DISQUALIFICATION FROM THE AUCTION.

******Cut out the address below and affix it to the front of the envelope.***

**CA Department of Transportation,
District 06 Right of Way
Attn: Rory Hanson / Briana Soleno
2015 E. Shields Ave, Suite 100, Fresno, CA 93726**

DO NOT OPEN -Sealed-Bid Auction DD 84741-01-01

Submittal Deadline – Friday, July 10, 2026, by 3:00PM (Pacific Standard Time)

Bid Opening Date – Monday, July 13, 2026, at 10:00 AM (Pacific Standard Time)
