

PUBLIC ORAL AUCTION

*** NOTICE: FOR THE HEALTH AND SAFETY OF THE PUBLIC AND CALTRANS EMPLOYEES, WE KINDLY ASK THAT YOU DO NOT ATTEND IF YOU ARE EXPERIENCING SYMPTOMS OR HAVE RECENTLY TESTED POSITIVE FOR COVID-19. ***

PROPERTY LOCATION: [12844 Dalewood St, Baldwin Park, CA 91706](#)

MINIMUM BID: \$270,000

REGISTRATION DEPOSIT: **\$5,000**
Cashier's check, money order, or certified check payable to California Department of Transportation—PERSONAL CHECKS WILL NOT BE ACCEPTED.

BIDDER DEPOSIT: **\$27,000**
Cashier's check, money order, or certified check payable to California Department of Transportation—PERSONAL CHECKS WILL NOT BE ACCEPTED.

AUCTION INFORMATION: **Date:** April 26, 2024
Registration Time: 10:30 a.m.
Auction Time: 11:30 a.m.
(Pacific Standard Time)

AUCTION LOCATION: **Caltrans District 7 Office**
100 South Main Street
Los Angeles, CA 90012

CONTACT: **Phone Number:** (213) 897-1868 (Voicemail for Messages)
Email: D7auctions@dot.ca.gov
Auction Website: <https://dot.ca.gov/property>
District Office Mailing Address:
100 South Main Street, MS-6
Los Angeles, CA 90012

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 79181-01-01

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.

LOCATION: [12844 Dalewood St., Baldwin Park, CA 91706](#)

PROPERTY: Unimproved vacant lot

APN/AIN: none available

SIZE: 10,805 s.f.

LIKELY ZONING: Single Family Residential SFR

SHAPE: Irregular

TOPOGRAPHY: Primarily flat

UTILITIES: None

TENANCY: None

ENCUMBRANCES: Reserved Utility Easements for Verizon and SCE

REMARKS: This sale is subject to the approval of the California Transportation Commission (CTC). The successful bid will be submitted for approval at the CTC meeting tentatively scheduled for **Aug 15, 2024**. Hazardous Waste Assessment available upon request.

MINIMUM BID: \$270,000

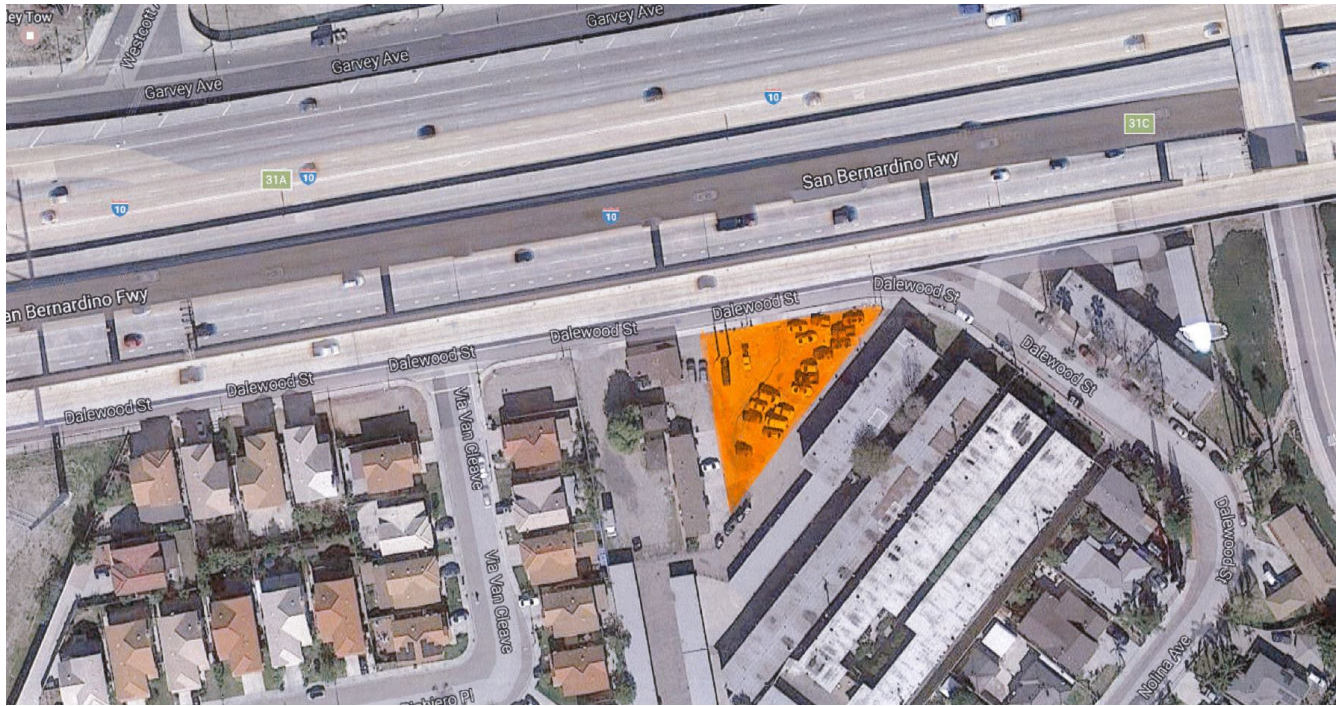
BIDDER DEPOSIT: \$27,000

DATE OF AUCTION: April 26, 2024 at 11:30 a.m.

PURCHASE DEPOSIT: Winning bidder shall remit a Bidder Deposit at time of Auction. Winning Bidder shall remit an additional deposit equivalent to at least **10% of the total winning bid within (5) working days** but in no event shall be later than **May 3, 2024 at 11:30 a.m.**, or the Bidder Deposit shall be retained by Caltrans as liquidated damages and the parcel may be awarded to subsequent highest bidders at the high bid price.

PURCHASE PERIOD: Balance in full due on or before **Aug 30, 2024 at 11:30 a.m.**

REMITTANCE OF PAYMENT: Payments shall be made payable to California Department of Transportation. Minimum Bidder Deposit must be in the form of a cashier's check, money order, or certified check and at time of auction. Remaining Balance of Bidder Deposit and Purchase Price must be in the form of an Electronic Funds Transfer and documentation of the transfer with the completed date is required. ****Caltrans does not accept personal checks or cash.****



Aerial view of parcel



Street frontage view from Dalewood St

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 MINIMUM BID WILL BE RECOGNIZED.**

REGISTRATION DEPOSIT: In order to participate in this auction, **all bidders must submit a Registration Deposit along with a completed [Bid Registration Form](#).** The Registration Deposit must be in the form of a cashier's check, certified check or money order made payable to the California Department of Transportation. Registration Deposit will be refunded to all unsuccessful bidders immediately following the auction.

LIQUIDATED DAMAGES: Liquidated damages are damages whose amount the buyer and Caltrans designate and agree upon during the formation of a contract to sell for the injured party to collect as compensation in the event of a breach of the sale contract. Registration Deposit/Bidder Deposit/Purchase Deposit is considered liquidated damages if the successful bidder breaches, defaults, or withdraws after remittance.

EXTENSION: There may be a situation wherein the successful 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/Successful bid Price per month shall be made for such extensions. This charge **SHALL NOT** be applied towards the Purchase Price/Successful 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, to be signed 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. Upon signing of the Purchase and Sale Agreement, the successful bidder shall be bound to the terms specified in this Terms of Deposit and Purchase and Sale Agreement.

ESCROW: Caltrans will maintain an internal escrow at no charge to successful bidder. Successful 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 successful bidder elect to open an external escrow, successful 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. The external escrow officer shall sign Caltrans escrow instructions and ensure that a certified and true copy of the recorded deed from the Recorder's Office is submitted to Caltrans. Caltrans is not required to sign documents provided by external escrow. Successful 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 successful 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: Successful 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: Successful bidder shall not assign all or any part of the successful bidder's interest in this Agreement without first having obtained the written consent of Caltrans. Any total or partial assignment shall not relieve successful bidder of successful 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 successful bidder will be refunded without interest. Caltrans makes no representations or warranty concerning the CTC's approval of this sale. 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 successful 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. Successful 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 successful bidder and Caltrans mutually. Successful 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

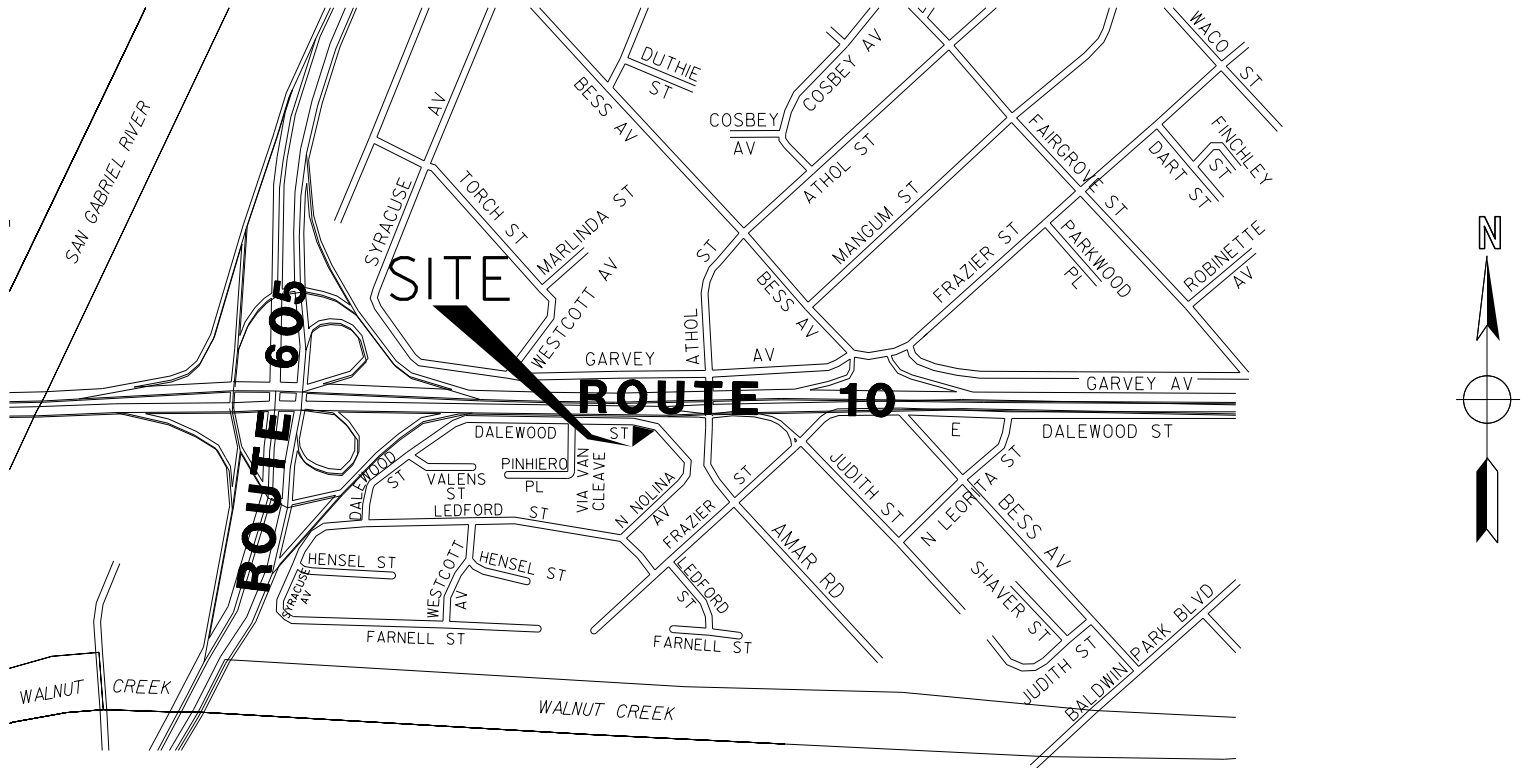
hazards. Successful bidder acknowledges and agrees that Caltrans has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express, implied, oral or written, past, present 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. Successful 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 Successful 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 Successful 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 Deposit and 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.

EXHIBIT "B"

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.



**CITY OF BALDWIN PARK
COUNTY OF LOS ANGELES**

LOCATION MAP NO SCALE

INTERSTATE

NOTES		STATE OF CALIFORNIA CALIFORNIA STATE TRANSPORTATION AGENCY DEPARTMENT OF TRANSPORTATION RIGHT OF WAY DIRECTOR'S DEED DD 79181-01-01 NOT TO SCALE					
All distances are in meters unless otherwise noted.							
LEGEND							
		REF.: R/W M-P NO. F1860C-3C DATE: 09-28-2022					
DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOT-L SHEETS		
07	L-	10	31.5/32.3	1	2		

EXHIBIT "B"

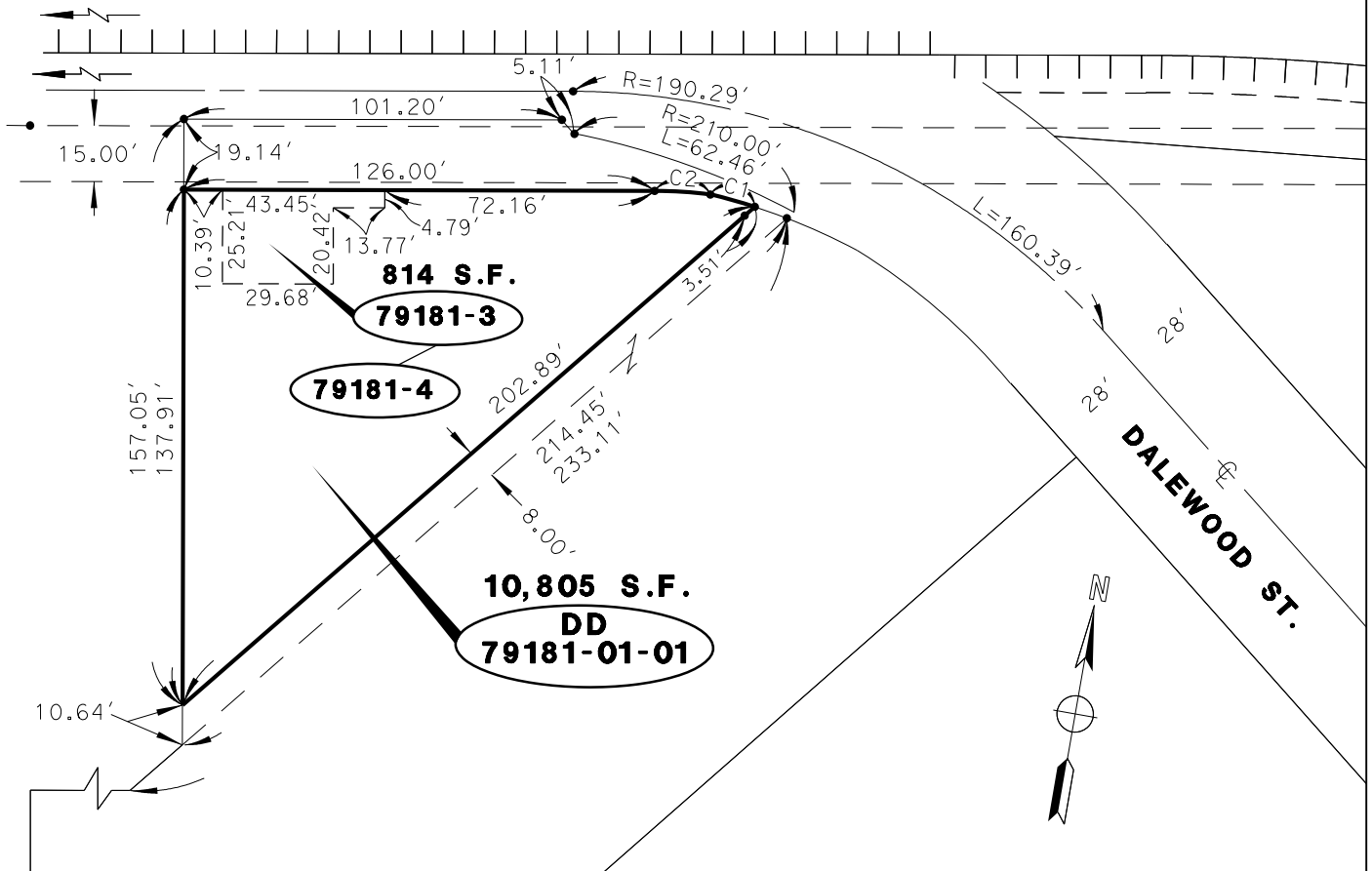
CITY OF BALDWIN PARK COUNTY OF LOS ANGELES

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

PARCEL NO.	AREA
DD 79181-01-01	10,805 SF

UTILITY EASE.	AREA
79181-3 (VERIZON)	814 SF
79181-4 (SCE)	814 SF

ROUTE 10 FREEWAY



THE RANCHO LA PUENTE
M. B. I PG. 43-44 OF PATENTS

INTERSTATE

C1 R=167.32' L=12.11'
C2 R=120.00' L=14.94'

NOTES		STATE OF CALIFORNIA CALIFORNIA STATE TRANSPORTATION AGENCY DEPARTMENT OF TRANSPORTATION			
All distances are in feet unless otherwise noted.		RIGHT OF WAY DIRECTOR'S DEED DD 79181-01-01			
LEGEND		NOT TO SCALE			
STATE RETAINS ACCESS RIGHTS		REF. MAP: R/W MAP NO. F-1860C-3C DATE: 09-28-2022			
DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
07	LA	10	31.5/32.3	2	2