

From: swhite@post.com
To: California.Transportation.Commission@CATC
Subject: Re Dec Agenda: Consent Calendar: Dispute over Directors Deed: DD77513-01-01 California Department of Transportation District 7 (Los Angeles County)
Date: Monday, November 30, 2020 5:34:23 PM
Attachments: [Caltrans Letter S. White.pdf](#)
[CAPurchSaleAgree ExA 11345.pdf](#)
[Re Purchase StateExcessProperty DD77513-01-01.pdf](#)

EXTERNAL EMAIL. Links/attachments may not be safe.

Dear Chair and Commissioners of the California Transportation Commission,
We hope you have a nice Thanksgiving Holiday, during these trying and chaotic times of the pandemic.

In advance of the December Commission meeting, we are resending our previous emails to you regarding unfair practices by Caltrans with respect to a property sale (Directors Deed); an issue we have been contacting the Commission about since February [Reference: State property designated as DD77513-01-01 by the California Department of Transportation; located at 11345 Youngworth Street, within the City of Los Angeles (Los Angeles County)]. While the emails below are addressed to Governor Newsom, we copied the CTC on each of these, and we followed up with additional contact to the CTC Commission office.

This is a very small remaining portion of a former SFH parcel between our property and the 405 freeway. Caltrans' own documents state the highest and best use for the property is to be offered to the adjoining property owner as it is too small to be built upon.

We strongly urge you to remove the property sale approval from the Agenda (Consent Calendar; Tab 51) as Caltrans' actions with respect to this sale have breached the public trust:

- * Caltrans did not act in good faith when they refused us access to records related to the property that are held by the State, in direct conflict and breach of the requirements stated in the State Purchase and Sale Agreement;
- * Caltrans was dishonest in stating records do not exist for Caltrans' projects that have been carried out on the property;
- * Caltrans supervisors doubled-down on backing the work product of their employees which contained significant and relevant errors, including on the property appraisal; similarly, Caltrans did not follow their own stated guidelines for property appraisal;
- * Caltrans deliberately used their lack of transparency and the lack of government oversight to force us into a position of choosing between signing away our rights or losing the option to buy the property. While we were asking them to provide us with records, Caltrans auctioned the property without any further notification to us.

In addition, Caltrans has failed to disclose damaging information about the property to the public, including the prevalence of significant ground movement which has caused structural damage to both long-standing and new construction in the immediate vicinity of this property. We have additional supporting materials on the way to the Commission. Please accept this overview (and the included previous emails) as red flags for this property coming before you for consent calendar approval.

We implore you to review the dishonest and disrespectful manner in which Caltrans has proceeded with this property sale, especially in their denial of the existence of property records. We strongly urge you to remove this property from the consent calendar, or, alternatively, vote NO on the property sale.

With sincerest regards,
The Selda Rosenkranz Trust

Sent: Tuesday, September 15, 2020 at 11:09 AM
From: swhite@post.com
To: "Governor Newsom" <governor@governor.ca.gov>
Subject: RE Assistance / Oversight Requested re Excess Property Sale by Caltrans

Dear Governor. Newsom,
It has now been 7 months since we wrote to you regarding our request for Gov's office assistance with Caltrans, regarding the State's determination to sell a small lot (formerly our neighbor's residence) which is adjacent to our property. Despite phone calls, emails/online requests for assistance, and mailed letters in 2019 and 2020, we have yet to receive assistance toward resolving this matter. What we have received in response to our follow-up telephone inquiries is a simple statement from the Gov's staff that Caltrans has not responded to the Governor's Office.

Let me highlight that:
Caltrans has refused to respond to the Governor's request for seven months.

Yet Caltrans hasn't put this on the back-burner until the record request issue can be resolved; instead, they ignored our interest in purchasing the property, and they moved forward in total disregard of their responsibilities with respect to selling state property.

Caltrans continued to stonewall our request for public documents and records (which their own paperwork states we have a right to review prior to purchase), and several Caltrans employees *flat out lied* when they stated the records we requested do not exist. How do we know these are lies? Caltrans carried out "construction" and "maintenance" activities on the property -- the activities mean the Department had to have plan sheets, clearances/approvals, and other documents in order to expend State and Federal money to do the work. They lied by phone, they lied in official letters, and they lied in the public document request system.

For the Department to refuse to produce records by saying these don't exist is outright abuse of the public trust.

Everything we have seen from Caltrans is that they act with impunity because they are granted impunity through lack of oversight. We asked for your assistance because we know from experience that Caltrans will not treat us fairly, will not act in good faith, and will refuse to follow the requirements by which they are governed.
PLEASE, do not continue to let Caltrans off the hook by ignoring the fact that they have refused to respond to the Gov's office for SEVEN MONTHS. Require them to rectify this -- to provide the records and to meet the responsibilities that are supposed to govern how they treat their "customers".

Thank you for your immediate attention to this long standing matter.
The Selda Rosenkranz Trust

Sent: Tuesday, July 28, 2020 at 3:10 PM
From: swhite@post.com
To: "Governor Newsom" <governor@governor.ca.gov>
Cc: "CT D7 Dep RW Andrew Nierenberg" <Andrew.Nierenberg@dot.ca.gov>
Subject: RE Assistance / Oversight Requested re Excess Property Sale by Caltrans

Dear Governor Newsom,
I am writing again today because Caltrans officials have once again acted in bad faith regarding the sale of excess property next to our residence. Caltrans repeatedly failed to provide requested documentation for the property -- records which we are entitled to review prior to purchasing the property -- and now, Caltrans officials have listed the property for auction in violation of numerous laws and regulations regarding procedures for selling excess lands.

Caltrans officials believe they can act with impunity as they violate the rights of property owners who have been in place longer than the freeways have existed.

Do not let Caltrans continue to abuse their power and the public trust.

Best regards,
The Selda Rosenkranz Trust

May 15, 2020

Good afternoon Governor Newsom,
Thank you for your proactive efforts with California's covid-19 response, most especially your honesty, and attention to the vast impacts to our society.

We're sorry for the need to contact you (and our government officials) during this time, but we continue to need your assistance. Caltrans put another deadline on purchase of the property, while refusing to address the variety of issues we raised, including release of requested records (please refer to the letter we sent to you on February 14, 2020, attached "Re_Purchase_StateExcessProperty_DD77513-01-01.pdf"). There is no good reason why Caltrans should claim no further records exist, when they carried out work as recently as last summer (*side note: that project itself still reeks of incompetence and lack of oversight, but that's for attention at a later time*). Why is Caltrans refusing to provide records which we have a right to review prior to signing purchase documents?

In regard to the items below, please refer to the attached letter [Caltrans Letter_S. White.pdf], signed by Dan Murdoch for Andrew Nierenberg. Rather than provide additional information, Caltrans party line is they stand by their staff work. This should be troubling enough given the inaccuracies/sloppy work, basic lack of relevant knowledge by journey level staff, and either outright incompetence of or willful deception by the same or more senior staff. Perhaps Mr Murdoch and Mr Nierenberg should try dealing with Caltrans as a resident. We recently had to pay \$150 to have 5-foot-tall weeds (and developing seed heads) removed from their property because Caltrans has yet again refused to do weed mitigation despite repeated calls since at least December from the many neighbors. Perhaps you can get Caltrans to reimburse our costs in a timely manner?

For clarity, the following items are discussed in reverse order from the Caltrans' letter to the Trust, dated April 9, 2020:

Their letter states:

- a. they have no further records for the property, despite public funds used to acquire, carry out transportation projects, and maintain for nearly two decades;
- b. the "Caltrans Excess team does deal in good faith and with integrity" -- while entirely failing to address / explain / apologize for why a journey-level agent, assigned to handle this property, had zero understanding of the existence of property records, knowledge of the written content of Caltrans' standard sales forms, or how to explain the sales process / records request process;
- c. they reviewed how everything was handled and "stand by their professionalism" -- again, entirely failing to address / explain / apologize for the very poor customer service provided, and the inaccuracies of the documents.

With respect to the documents Caltrans provided (note, these were released only after our attorney requested them):

- d. Caltrans did not provide any records when initially requested by phone, rather the agent claimed they didn't have any records and that Caltrans documents don't mention record;
- e. When our attorney requested documents, Caltrans provided the limited and inaccurate documents (as described in the Trust's letter to you from February 14, 2020).

Lastly, with respect to mention of "prior responses" from Excess lands and others:

- f. We also had to independently search for the FOIA/public records request system (again, the Excess Lands agent never mentioned anything about this): the initial request took more than the 10 days, and records were not made accessible for many weeks after Caltrans status said "All Records Released". The documents released were the same few previously provided to our attorney, and the addition of letters to the Trust [redacted contact information], and a document related to the acquisition of the property with public funds (this was the only additional document released).
- g. We had to follow up with additional public requests as the first set of records was incomplete. Caltrans again claimed they have no other records related to the property other than what was released. We take issue with this because public funds were used to carry out projects on the property, which means there have to be additional documents, as they are legally required (by CA and US law/regulations) when expending public funds.

Below, please see the messages captured from the public records request from the last round of requests and responses (Caltrans responded no further records were available and withdrew the request). The Trust's request for records is in italics -- as Caltrans provided no records related to project or maintenance work, nor any explanation as to why these don't exist, it is clear that Caltrans has not responded honestly, transparently, or in the interest of the public.

FROM GovCA Public Records Center:

[R006357-050520](#)

Mr Newman: I find it impossible that Caltrans has no further records to meet the request, as Caltrans had to acquire the property, then owned the property for nearly 2 decades, completed a multiyear freeway widening project where the property was built upon and used as a construction yard, and most recently, Caltrans carried out a subsequent project in preparation for relinquishing the public right of way and the property itself. US and CA law and regulations require, at a minimum, administrative and multidisciplinary subject matter expert reviews for each of these actions, including environmental documentation. Please explain how Caltrans has none of the requested records. Thank you

On 4/28/2020 1:50:16 PM, CALTRANS wrote: Subject: [Records Center] Public Records Request :: R006293-042820 Body: RE: Public Records Request of April 28, 2020, Reference # R006293-042820 Dear S White, On April 28, 2020, the California Department of Transportation (Caltrans) received your request for records under the Public Records Act (PRA) wherein you requested the following: *Still waiting for additional documents -- records provided were incomplete as per request re R005290-012820 Multiple record types related to property/lot located at 11345 Youngworth St, Culver City, CA 90230, as part of multiple projects. Requesting documents from 1990s to present related to both acquisition of property, and determination as excess property, as well as use and maintenance of property, including: surveys, appraisals, NEPA/CEQA documents, various and multiple project reports for this property, soil and geotechnical analysis, construction plans and documents for earth-moving / cut & fill, delivery of soil, accident / spillage reports, resident engineer and contractor reports, landscape and maintenance records.*

There are no records responsive to your request. We do not have in our possession any additional responsive documents to those we provided in response to CPRA R005290-012820. Please let me know if you have any questions. Sincerely, Jeffrey Newman District Coordinator 213-897-0777

Status : Withdrawn

Mr. Governor, you have many other important, life-saving, issues at hand. As we stated in our February 14, 2020 letter to you, we need your assistance because Caltrans is not acting in good faith nor integrity as public servants with respect to handling records of State work paid for with public monies. Their denials and refusals to provide records has wasted taxpayer monies and staff time, and it has reinforced the difficulties we have seen time and time again when trying to work with Caltrans. According to the sale documents, the Trust has a right to review records held by Caltrans. We know the records exist. They have to exist. By Law. When Caltrans refuses to provide these, what recourse do we have, but to contact our government officials with oversight of transportation projects and their constituencies?

We look forward to hearing from your staff so these issues can be resolved, and we can all stop wasting time because Caltrans staff refuses to carry out their responsibilities.

Thank you, and best wishes for the continued health of you and your family.

The Selda Rosenkranz Trust

----- original message -----

Sent: Friday, April 10, 2020 at 10:43 AM

From: "Samaan, Amaany@DOT" <Amaany.Samaan@dot.ca.gov>

To: "swhite@post.com" <swhite@post.com>

Subject: Caltrans letter

Hello Ms. White,

Please see attached Caltrans letter in response to your email.

Thank you.

Amaany Samaan

Office of Governmental and Legislative Affairs,

Public Records and Small Business Program

Caltrans District 7, 100 So. Main Street, Los Angeles 90012

 amaany.samaan@dot.ca.gov

[logo jpg removed]

Submit a Customer Service Request:

<https://csr.dot.ca.gov>

FOLLOW US:

[social media jpgs removed]

[attached document: Caltrans Letter_S. White.pdf]

----- Original message -----

Sent: Friday, February 14, 2020 at 4:31 PM

From: swhite@post.com

To: "Governor Newsom" <governor@governor.ca.gov>

Cc: "CT D7 Dep RW Andrew Nierenberg" <Andrew.Nierenberg@dot.ca.gov>

Subject: Assistance / Oversight Requested re Excess Property Sale by Caltrans

Good afternoon Governor Newsom,

We are requesting your assistance regarding failed attempts to communicate with Caltrans about an excess property offered to us, as adjoining property owner (The Selda Rosenkranz Trust). We are tired of trying to get honest and fair communication from Caltrans District 7.

Please review the attached pdf documents:

In the first document ("Re_Purchase_StateExcessProperty_DD77513-01-01"), we have outlined the issues we have had trying to deal with Caltrans. Among the most notable issue is Caltrans' refusals to provide access to any and all records related to the property, despite this requirement under the "Purchase and Sale Agreement - Direct Sale RW 16-5 (also attached, "CAPurchSaleAgree_ExA_11345"). Caltrans has stated this Sale Agreement must be executed by February 14, 2020 in order to acquire the property.

We look forward to your assistance, as well as your interest in correcting these ongoing issues within Caltrans that affect residents such as ourselves.

Sincerely,
The Selda Rosenkranz Trust

DEPARTMENT OF TRANSPORTATION

DISTRICT 7

100 S. MAIN STREET, SUITE 100

LOS ANGELES, CA 90012

PHONE (213) 897-0362

FAX (213) 897-0360

TTY 711

www.dot.ca.gov

*Making Conservation
a California Way of Life.*

April 9, 2020

Ms. S. White
The Selda Rosenkranz Trust
15642 Septo Street
Granada Hills, CA 91343

Dear Ms. White:

This is in response to your email to Caltrans dated February 14, 2020 regarding the sale of Caltrans Excess Land Parcel DD77513-01-01. I'm glad you are still interested in purchasing the property.

In prior responses to you, the Right of Way Excess Land group, as well as others have forwarded documents and information that it has on the subject land. Our Caltrans Excess Team does deal in good faith and with integrity when dealing with all the members of the public, including yourselves in this matter.

Our records indicate that the Senior Right of Way agent provided an appraisal to your attorney and as he stated then, it is typically not provided because the State is not able to negotiate the sales price. We provided the hazardous substances disclosure document although it noted that there were no contaminants to disclose. The directors deed/legal description was provided. Your attorney requested assurances about the State being able to exclusively convey the parcel and was informed that the State can only convey what it has legally acquired, as was described in the Legal Description/Director's Deed provided to you in December. Your attorney also requested assurances about potential easements on the property and was informed that the Legal Description/Director's Deed provides those details.

I've had the opportunity to review the procedures, documents and diary that our Excess Lands Staff had regarding these interactions and I stand by their professionalism when dealing with you on these matters.

To help you with your decision and to address your concerns about fair and honest communication, the Department is prepared to extend the deadline for the purchase of the property until May 15, 2020. I hope that this extra time will help you in making a determination to move forward with the purchase of this property at the Fair Market Value of \$30,000, as it is currently appraised.

Ms. S. White
April 9, 2020
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Should you have further questions, please contact Dan Murdoch, Principal Right of Way Agent, Right of Way Division at (213) 897-1816.

Sincerely,




ANDREW NIERENBERG
Deputy District Director
Right of Way Division

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of 12/16/2019 ("Date") by and between the State of California Department of Transportation ("Caltrans") and ROSENKRANZ, SELDA L. THE SELDA L. ROSENKRANZ LIVING TRUST ("Purchaser").

Recitals

- A. Caltrans owns the real property commonly known as DD 77513-01-01 (the "Property") and more particularly described as set forth in Exhibit A attached hereto.
- B. Purchaser is: ROSENKRANZ, SELDA L. THE SELDA L. ROSENKRANZ LIVING TRUST
- C. The parties wish to provide terms and conditions for Purchaser's purchase of the Property from Caltrans.

NOW THEREFORE, the parties agree as follows:

Section 1. Purchase and Sale

Caltrans shall sell the Property to Purchaser and Purchaser shall purchase the Property from Caltrans on the terms and conditions stated in this Agreement.

Section 2. Purchase Price

The Purchase Price for the Property shall be \$ 30,000.00 ("Purchase Price"). The Purchase Price shall be paid by Purchaser as set forth below:

- (a) Purchase Deposit: Purchase Deposit is equal to 10.00 % of the Purchase Price.
 - Receipt is hereby acknowledged of the Purchase Deposit of THREE THOUSAND Dollars (\$ \$ 3,000.00) in the form of a (Cashier's Check Certified Check Money Order Electronic Funds Transfer) made payable to the "California Department of Transportation", which without any interest, will be applied to the Purchase Price.
- (b) Liquidated Damages: THE PARTIES AGREE THAT THE TOTAL DEPOSIT AMOUNT (PURCHASE DEPOSIT) ARE A REASONABLE SUM FOR LIQUIDATED DAMAGES SHOULD THIS TRANSACTION FAIL TO CLOSE DUE TO A MATERIAL BREACH OF THIS AGREEMENT BY PURCHASER, 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. BY PLACING THEIR INITIALS AT THE PLACES PROVIDED, EACH PARTY AGREES THAT THE FOREGOING CONSTITUTES LIQUIDATED DAMAGES AND NOT A FORFEITURE OR PENALTY.

Purchaser _____; Caltrans _____ [Initials of Purchaser and Caltrans]

- (c) Balance of Purchase Price. Balance of Purchase Price is equal to 90.00 % of the purchase price. Purchaser shall remit sufficient funds to cover the Balance of the Purchase Price (\$ \$ 27,000.00) ("The Balance") no later than 05/29/2020 ("Date").

Section 3. Closing and California Transportation Commission Approval

Purchaser understands and agrees that this sale is subject to the approval by the CTC. In the event the CTC fails to approve the sale, all monies paid by the Purchaser will be refunded without interest. Caltrans makes no representations or warranty concerning the CTC's approval of this sale.

Section 4. Close of Escrow

Caltrans will maintain an internal escrow at no charge to Purchaser. Purchaser may open an external escrow at Purchaser's expense but selection of the escrow company is subject to Caltrans' approval, which Caltrans may withhold for any reason within its discretion. Should Purchaser elect to open an escrow, Purchaser 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.

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Section 5. Extension of The Purchase Period

There may be situations wherein the Purchaser is unable to complete the terms and conditions stated in this Agreement within the time allowed for reasons beyond his/her control. Under these circumstances, the State, at its discretion, may elect to extend the purchase period. A non-refundable charge of 1% of the bid price per month will be made for such extensions. This fee will not be applied to the purchase price, and is non-refundable.

Section 6. Closing Costs and Prorations

Purchaser shall pay all recording fees and the premium, if any, for the title insurance policy referred to herein. Prorations of real property taxes and assessments, rents, interest, and other expenses of the Property shall be prorated as of the date of recordation of the deed.

Section 7. Title

The Property is believed to be free of any liens, court judgments, loans, Deeds of Trust, and delinquent or unpaid property taxes. The sale of the Property is subject to all matters of public record and any easements, or reservations not of record or that which is reserved by Caltrans. Caltrans does not assume any liability for any possible encumbrances on the Property.

Purchaser understands and agrees that the right, title, and interest in the Property to be conveyed shall not exceed that vested in the State of California, Department of Transportation, and that Caltrans will furnish no policy of title insurance. If a policy of title insurance is desired, Purchaser may obtain one at Purchaser's sole expense. The property is being conveyed subject to any special assessments, restrictions, reservations or easements of record and subject to any reservations contained in the Director's Deed. Purchaser may examine any information Caltrans has relative to these matters. Purchaser has been given the opportunity to request and inspect all documents, if any, within Caltrans possession regarding the condition of the property.

Section 8. Condition of Property

Purchaser waives any further right to inspect the Property and conduct tests thereon. The Property is sold "AS IS" in its present physical condition as of the date of this Agreement. Purchaser acknowledges and agrees that they are acquiring the property in its present state and condition as of the date of this Agreement, 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 or other environmental health hazards. Purchaser 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.

Caltrans makes no representation regarding the potential for development, subdivision, zoning, or re-zoning of the Property. Purchaser shall be responsible for compliance with any and all local codes and ordinances for permitted land uses of any kind.

Section 9. No Assignment

Purchaser shall not assign all or any part of the Purchaser's interest in this Agreement without first having obtained the written consent of Caltrans. Any total or partial assignment shall not relieve Purchaser of Purchaser's obligation to this Agreement.

Section 10. Disclaimers

The Property and the fixtures and personal property contained therein, if any, are not new, and have been subject to normal wear and tear. Purchaser understands that Caltrans makes no express or implied warranty with respect to the condition of any of the Property, fixtures or personal property. Caltrans makes no oral or written representation regarding the age of improvements, the size and square footage of the parcel or building, or the location of property lines. Apparent boundary line indicators such as driveways, fences, hedges, walls, or other barriers may not represent the true boundary lines which may only be determined by a surveyor. If any of these issues are important to Purchaser's decision to purchase, then Purchaser should investigate the Property independently. Purchaser acknowledges that it has not relied upon any representations by Caltrans with respect to the condition of the Property, the status of permits, zoning, or code compliance. Purchaser is to satisfy itself concerning these issues.

Section 11. Changes During Transaction

During the pendency of this transaction, Caltrans agrees that no changes in the existing leases, if any leases exist, shall be made, nor new leases or rental agreements entered into, nor shall any substantial alterations or repairs be made or undertaken to the Property without the written consent of the Purchaser.

Section 12. Indemnification

Purchaser 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,

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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.

Section 13. Destruction of Improvements

If the improvements of the Property are destroyed, materially damaged, or found to be materially defective as a result of such damage prior to Close of Escrow or approval by the CTC, Purchaser may terminate the transaction by written notice delivered to Caltrans, and all Deposits shall be returned to Purchaser.

Section 14. 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. Purchaser 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 Purchaser from obtaining a broker at their own expense.

Section 15. Effective Headings

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

Section 16. Entire Agreement

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties.

Section 17. Counterparts

This Agreement may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument.

Section 18. Binding on Successors and Assigns

This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors, and assigns.

Section 19. Attorney's Fees

If any legal action, arbitration or other proceeding is brought involving a dispute between the parties or arising out of the execution of this Agreement or sale of the Property, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees incurred in such action or proceeding, in addition to any other relief to which such party may be entitled.

Section 20. 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.

Section 21. No Third-Party Beneficiaries

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

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Section 22. 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 as follows:

To Caltrans at: 100 South Main Street, MS-6 Los Angeles, CA 90012 ATTN: Excess Lands

To Purchaser at: 15642 SEPTO STREET, NORTH HILLS, CA 91343-1534

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.

Section 23. 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.

Section 24. Severability

If any provision of this Agreement 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.

Section 25. Survival of Representations and Warranties

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

Section 26. 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.

Section 27. Saturdays, Sundays, and Holidays

If any date by which an election or a notice must be given falls on a Saturday, Sunday or holiday, then the date by which an election or notice must be given is extended to 5:00 p.m. on the next business day following such Saturday, Sunday or holiday.

Section 28. 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 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.

Section 29. Default

If there is a default by the Purchaser, Caltrans shall notify the Purchaser the sale is cancelled and liquidated damages shall be retained. The State may, at its discretion, offer the purchase to the next highest bidder(s), at the existing purchase price, or place the property in another auction.

Section 30. Vesting

Title shall be vested as follows:

ROSENKRANZ, SELDA L. THE SELDA L. ROSENKRANZ LIVING TRUST

- As Husband and Wife
- A Single Man / Woman
- A Married Man / Woman as his / her sole and separate property
- As Joint Tenants
- As Tenants in Common
- Other (specify): _____

Section 31. Additional Terms & Conditions

Additional Terms & Conditions are / are not attached.

- Exhibit A – Legal Description
- Pre-Bid Registration
- Terms of Option to Purchase (from Public Auction Brochure)
- Other (specify): _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Recommended for Approval by:
STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: ERWIN L. PARKER, ASSOCIATE Signature: _____
Right of Way Agent

By: DOUG HOOVER Signature: _____
Chief Excess Land Branch, Right of Way Agent

APPROVED:

By: ANDREW P. NIERENBERG Signature: _____
Deputy District Director, Right of Way

PURCHASER (ROSENKRANZ, SELDA L. THE SELDA L. ROSENKRANZ LIVING TRUST):

By: WAYNE L. WHITE - TRUSTEE Signature: _____

EXHIBIT "A"

LEGAL DESCRIPTION


That portion of Lot 232 of Tract Map No. 9733, in the City of Los Angeles, County of Los Angeles, State of California, as shown on map recorded in Book 142, pages 69 to 72, inclusive of Maps, as acquired by the State of California (State Parcel No. 77513) in deed recorded February 12, 2003, as Instrument No. 03 0422984, of Official Records, both in the Office of the Registrar-Recorder/County Clerk of said county, lying Northeasterly of the following described line:

COMMENCING at the Easterly corner of said Lot 232; **THENCE** along the Southeasterly line of said Lot, S 35°15'07" W, 12.411 meters (40.72 feet) to the **POINT OF BEGINNING**; **THENCE** in a direct line N 33°08'06" W, 36.032 meters (118.22 feet) to the Northeasterly line of said Lot 232, said point being distant 33.510 meters (109.94 feet) Northwesterly of the Easterly corner of said lot; **THENCE** Northwesterly along the continuation of the last mentioned direct line, N 33°08'06" W, 24.646 meters (80.86 feet) to the **END OF HEREIN DESCRIBED LINE**.

There shall be no abutter's rights of access appurtenant to the above-described real property in and to the adjacent State freeway.

The bearing and distance in the herein described lines are based on the California Coordinate System North American Datum (NAD) 1983, Zone 5, per Survey Control map No. 00A405844 and REV. 01-27-00. All distances (except record) are grid. Divide grid distance by a combination factor of 1.0000074 to obtain ground distance.

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

Signature 
Licensed Land Surveyor

Date 07/12/2019
DD 77513-01-01



The Selda Rosenkranz Trust
15642 Septo Street
Granada Hills, CA 91343

The Honorable Governor of California
1303 10th Street, Suite 1173
Sacramento, CA 95814

Dear Governor Newsom:

We are contacting you in response to unfair and improper sales practices being carried out by the California State Department of Transportation, District 7 [Caltrans], Right of Way (Excess Lands), with respect to the sale of excess parcel DD 077513-01-01 (the remaining portion of the property taken by Caltrans in 2003 at 11345 Youngworth Street, Culver City, CA 90230). A property owned by The Selda Rosenkranz Trust [The Trust] adjoins this parcel, and therefore, the State of California has contacted The Trust about purchasing the excess land, as it has determined the "highest and best use" of the small parcel to be offered for sale to the adjoining land owner. However, Caltrans has not acted as a fair and honest broker of State property in this matter, nor as an ethical public servant of the State. We are asking for your assistance and oversight of this matter. Please note, we have copied this letter to our government officials with oversight of State and Federal spending on transportation projects, so that they will be made aware of these unethical practices as well.

We are interested in acquiring the property, but The Trust takes issue with several Caltrans practices regarding this proposed sale:

1. Caltrans contradicted its own "State of California, Department of Transportation Purchase and Sale Agreement - Direct Sale (RW 16-5)" document, where signatures of the parties indicate that the Purchaser had the opportunity to request and inspect all documents held by Caltrans related to the property; Caltrans has failed to disclose which records might be available, and has further failed to voluntarily provide any such records to The Trust for review:

A. When we asked for assistance in understanding the process of this property sale, Caltrans Associate Right of Way Agent [RW Agent], Erwin L. Parker began reading from the letter he sent to The Trust -- not explaining -- just reading. When we stated we had additional questions, and that \$30,000 was a significant amount of money to raise in such a short amount of time on limited information, he was dismissive.

B. When we asked about records for the property (as mentioned in the documents he sent to us), and what the process was to review documents, RW Agent, Erwin L. Parker stated he didn't know what we meant, his documents didn't say anything about records. When we clarified, and stated that Caltrans has owned the property for nearly two decades, including during construction, he said he didn't know of any records. He flippantly added that we could, "pay someone for a title report, but since Caltrans tells the title company what to write" we could spend money on that if we wanted.

C. Since we could not get the RW Agent to provide records, we had to have our lawyer request them from Caltrans. Only a few days ago, our lawyer received the Directors Deed / Appraisal from Senior RW Agent, Heriberto Salazar, who stated these documents are not typically provided (in direct conflict of the Sale agreement), and that he would not grant any additional time for The Trust to review them. These statements are in direct conflict with the Sale agreement we are expected to sign by February 14, 2020.

2. Caltrans did not follow its own methodology in the Real Estate Appraisal Report, and failed to reconcile and discount for known dissimilarities. Therefore, Caltrans has set the sale price at a level artificially higher than Fair Market Value:

A. The Real Estate Appraisal Report (signed and reviewed by: Staff Appraiser Rocio Felix, Associate RW Agent; Bryan Tao, Senior RW Agent; Supervising RW Agent Zoltan Elo) contains a number of costly inaccuracies in its assumptions – inaccuracies which would have been easily detected by an adequate review of the document, as well as property and/or records held by Caltrans. These include:

- i. Real Estate Appraiser's statement that a lack of current title report to verify the property is "free and clear of all permanent encumbrances";
- ii. Hazardous Substances Disclosure Document, which does not provide any disclosure related to aerially deposited lead or other contaminants from freeway construction activities and imported soil used during construction; there is no disclosure related to maintenance activities while Caltrans has owned the property, including backup and overflow of stormwater runoff in the channel adjacent to the property. This is despite Caltrans' own Department documents acknowledging contaminants in these types of exposures;
- iii. Availability of common public utilities: Caltrans cut and capped utilities on the property during construction activities, which means utilities cannot be assumed to be fully accessible for the excess parcel. Caltrans has performed additional work on the property, which required the identification and location of utilities (most recently in the Summer of 2019), yet Caltrans has refused to provide The Trust access to information on where they capped the utilities, whether on the property or back to the main lines. This could cost in excess of \$10,000 to reconnect to utility mains, with locating, permitting, and street damage restoration fees, in addition to costs associated with connecting utilities on the property itself. *Please note: Caltrans also cut and capped pipes on The Trust's property (taken as temporary construction easement), and despite the terms of the Property Acquisition / TCE contract, the State refused to restore these pipes to their original locations after returning the property to The Trust.*

B. Caltrans Valuation Methodology required use of the Sales Comparison Approach, where market value of comparable real estate is used to determine the sale price of the excess parcel. Caltrans' states that market data is adjusted for any features that are dissimilar and the prices reconciled to arrive at a value for the property being appraised. Yet Caltrans' appraisal does not show this to have occurred:

- i. The property description states the significant amount of freeway noise heard at this site is an adverse influence, yet the appraisers did not use this element when reconciling the value of the property to be less than comparables;
- ii. The comparable properties listed do not adjoin the freeway, and therefore are not subject to the same level of negative air quality, noise, visual impacts, and shading from the sun. Those comparable properties near the freeway are on streets where Caltrans re-vegetated next to the freeway; Caltrans refused to re-vegetate the wall along Purdue Ave, and left an asymmetric and incomplete wall surface. The supposed comparable properties noted are regular (rectangular) shaped properties with full access to existing utilities, and where debris was not bulldozed into the soil when re-leveling the lot. Comparable properties cited were lots large enough for independent development; the excess property valued here is too small for independent development;
- iii. Caltrans contractors cut corners from the approved construction plans and regraded level property to slope toward the drainage channel so they could reduce the height of the concrete channel wall. Our landscape architect estimates a cost of roughly \$10,000 to raise the concrete wall to an appropriate height and add soil to restore the level grade of the property. [Additionally, to make the lot usable, we will have to remove buried debris as well as obliterated plastics, glass, trash, and debris near the surface. These conditions were created when Caltrans' contractors bulldozed debris-filled soil on to the property to create the "finish grade" of the lot, and when Caltrans failed to remove visible trash and debris on the parcel before weed-whacking during maintenance activities]. *Please note: Caltrans also sloped The Trust's property (taken as temporary construction easement) toward the drainage channel, and despite the terms of the Property Acquisition / TCE contract, the State refused to restore the property to original grade after returning the property to The Trust. Caltrans exceeded the terms and deadlines of the Agreement, and still refused to honor the commitments made to The Trust when the property was taken.*

C. Additionally, all preparers and reviewers of the appraisal signed these documents, which state they visited the property personally and/or reviewed photographs of the property. Yet under the Property Description, the wording under Street Improvements says Youngworth Street has sidewalks -- really, where? The wording under Zoning and General Plan seems to indicate Caltrans' confusion over whether the property is City of LA or Culver City -- an easy thing to look up. Purdue Ave is misspelled. These documents were prepared by journey-level and supervisory staff, yet this lack of attention to detail wasn't corrected by any one of them. This further reduces our level of confidence in the accuracy of these records.

3. Caltrans is required to act as a fair and honest broker in State property sales, but their actions fail to show ethical dealing with residents:

A. Caltrans is not following State requirements in this property sale, and we know this has occurred with other properties in our area. Most other excess properties were sold by the State in 2012-2013 (in fact the hazardous waste disclosure for this property was prepared in 2012). Other properties have had "surprises" due to Caltrans lax oversight of construction activities, including State-acquired single family homes with sunken backyard pools, where contractors bulldozed demolition debris into them, leveled the soil, and the property was sold "AS IS"

with no disclosure of this. These problems were created after Caltrans took possession of these properties.

If Caltrans treated these properties as valuable real estate, instead of as disposable yards, the State would realize a higher return in excess sales. Many neighbors remain wary as they have seen how Caltrans has allowed and encouraged the damage and blighting of these properties (and neighborhoods) for years, and in our area, decades.

B. Sadly, this not the only experience neighbors have had with the antagonistic Caltrans culture; this harkens back to the period of freeway construction, where Caltrans repeatedly failed to treat our neighborhoods with care and respect. Residents raised issues about matters under the control and oversight of Caltrans, such as: dust, trash left by contractors, unsecured construction areas, graffiti and theft, and wide scale disruption to accessible sidewalk, bikeways, and public transit (Caltrans removed all access for half-mile or more in the vicinity of Culver Blvd and Sawtelle/Sepulveda, leaving deep trenches across all intersections at once, and suspending transit “temporarily” for more than six months). Rather than addressing the issues and providing timelines and solutions, Caltrans lack of oversight encouraged a worsening of the already bad status quo:

- i. Construction materials were left everywhere in the vicinity: tools, loose nails, spray cans (where bright orange graffiti showed up for days afterward); fencing material was often shredded and covered with gang tagging; access points were left open/unlocked which invited all kinds of criminal and unseemly behavior. LAPD noticed this increase in crime and contacted the LA City Attorney's office regarding the ongoing problems;
- ii. When neighbors complained on-site, Caltrans and their Contractors attempted to bully people into submission through physical and verbal intimidation. When neighbors complained to the District 7 Office, they began receiving late-night, obscene, and harassing phone calls on the contact number they provided to Caltrans; while neighbors who lived next to construction sites, noticed a marked increase in "disruptive" nighttime activities next to their homes (loud equipment, idling trucks, and bright lights shining into their residences);
- iii. When neighbors signed a petition and presented it to government officials, Caltrans Public Information employee, Judy Gish, was sent to attend neighborhood / Council District meetings, where she dismissed any and all complaints as nonsense and lies. When neighbors persisted, and respectfully provided supportive evidence of their complaints, Gish would say she didn't "need to listen to this", then pack up her stuff and storm out of the meeting. No doubt Caltrans was happy with her work, as Gish continued to be sent to select meetings, where she remained equally unhelpful and would storm out rather than discuss Caltrans issues. Ironically, Gish lived next door to the parents of one of the residents living nearby, but she still refused to hear any complaint made against Caltrans. When complaints were raised to a higher level, Caltrans doubled-down on the exact same responses, and became more emphatic in their denials.

If Caltrans spent half as much time on contractor oversight as they had attacking residents, everyone would have benefitted -- especially the State. Obstinate and retaliatory attitudes toward residents wasted time, money, patience, and good will.

C. This is not the only experience of Caltrans failing to safeguard public resources, especially where their activities impact residents. For example, during construction, we asked repeatedly for construction yard gates to be locked at Youngworth and Purdue access points, yet Caltrans and contractors became so hostile, we called the police out and filed reports. Caltrans' refusal to lock construction yard gates went on for months, drawing increasing amounts of drug activities, "adult" activities, dumping of abandoned vehicles within the yard, and other problems. We even caught one brazen thief in the act of loading pipes into a panel van within the construction yard – called 911 and took photos. LAPD arrived in time to arrest the thief, but for at least two hours, no one from Caltrans showed up to provide an estimate of the value of the pipes being stolen [LAPD incident #1987, February 21, 2009, Grand Theft]. We NEVER received any kind of acknowledgement, or thank you, let alone reward for "information leading to the arrest and conviction" of this thief and saving the State thousands of dollars.

D. This property sale has revived painful reminders of all of these problems that Caltrans caused to residents by simply refusing to carryout meaningful oversight. By not addressing the problems, all State and Federal entities with oversight are effectively sanctioning this continued abuse of taxpayers and State resources. We invite you to come to our neighborhood and hold meetings to speak with residents who were living here when the 405 construction between the 90 and the 10 was underway. We have very similar experiences to share (including photographs and documentation), and we have suggestions for how you can address them. At the top of the list would be to create an independent Ombudsman Office within the Governor's Office that is separate from Caltrans, so that residents and taxpayers can reach someone in authority who will treat them fairly and with respect when it comes to dealing with Caltrans issues.

Governor Newsom, we trust you will be able to assist us in achieving fair dealings with Caltrans regarding this property. We remain interested in acquiring the land, but The Trust cannot, in good faith, purchase a property where the State has refused the review of records. Only after receiving any and all records Caltrans may have regarding the Parcel, including sufficient time to review such records, as well as a revised appraisal that addresses the many shortcomings inherent in the original appraisal provided, can The Trust consider purchasing the property.

Sincerely,
The Selda Rosenkranz Trust

The attached letter from The Selda Rosenkranz Trust has been sent to the following public officials:

Caltrans, Director Toks Omishakin
1120 N Street, Sacramento, CA 95814
via assistant Shellie.Willetts@dot.ca.gov | (916) 654-5267 | (916) 653-5776 fax

Caltrans District 7, Director John Bulinski
100 S Main Street, Los Angeles, CA 90012
[Office would not provide telephone, fax, or email address for the District Director]

California Transportation Commission, Chair Fran Inman
1120 N Street MS 52, Sacramento, CA 95814
ctc@catc.ca.gov | (916) 654-4245 | (916) 653-2134 fax

Federal Highways Administration – California Division, Administrator Vincent Mammano
650 Capitol Mall, Suite 4-100, Sacramento, CA 95814-4708
Vincent.Mammano@dot.gov | (916) 498-5015 | (916) 498-5001

and to our government representatives:

Senator Robert Hertzberg (SD-18)
State Capitol, Room 313, Sacramento, CA 95814
Senator.Hertzberg@sen.ca.gov | (916) 651-4018 | (916) 651-4918 fax

Senator Ben Allen (SD-26)
State Capitol, Room 4076, Sacramento, CA 95814
Senator.Allen@sen.ca.gov | (916) 651-4026 | (916) 651-4926 fax

Assemblymember Adrin Nazarian (AD-46)
State Capitol, PO Box 942849, Sacramento, CA 94249-0046
Adrin.Nazarian@asm.ca.gov | (916) 319-2046 | (916) 319-2146 fax

Assemblymember Sydney Kamlager (AD-54)
State Capitol, PO Box 942849, Sacramento, CA 94249-0054
Sydney.Kamlager@asm.ca.gov | (916) 319-2054 | (916) 319-2154 fax

December 1, 2020

California Transportation Commission
Hilary Norton, Chair
1120 N Street MS 52
Sacramento, CA 95814

VIA Email at: ctc@ctc.ca.gov

Re: Objections to the sale of the surplus property designated as DD77513-01-01 by the California Department of Transportation, located at 11345 Youngworth Street, Los Angeles, CA (Included as part of Item 51 on the agenda for the Commission's December 2 & 3 meeting)

Honorable Chair and Members of the Commission:

This office and the undersigned have been engaged to represent the Selda L. Rosenkranz Living Trust, and its trustee Wayne L. White, the owners of the property at 11339 Youngworth Street, in the City of Los Angeles (the "Trust"), which property is located directly adjacent to and adjoining the Caltrans Excess Land Parcel referenced above (the "Parcel"), in regards to the sale of the Parcel by Caltrans as surplus property.

As a preliminary matter, please ensure that notice of all hearings, actions, events and decisions related to the Project are timely provided to this office. All objections, including those regarding proper notice and due process, are expressly reserved.

The Parcel is a small, wedge-shaped lot fronting the narrowed "L" shaped intersection at Youngworth St and Purdue Ave; it is the remnant portion of what was a standard single-family home on a property acquired by Caltrans for the 405 widening project between the 10 and 90 freeways.

The remnant Parcel is less than one-third the average lot size noted by Caltrans appraisers, less than 45% of the required minimum lot size, and the size, shape, and location cannot support independent development (any development would require significant exemptions, including safety setbacks and the vehemently defended parking requirements; none of which have been given to recent development). Caltrans' appraisers determined that the Parcel was too small for independent development, and that the highest and best use was as assemblage to the adjoining property owner. The only adjoining property owner is the Trust.

As adjoining property owners, having the lawful right to purchase the Parcel, the Trust contends that Caltrans failed to operate in good faith during the potential rightful sale process to the Trust. In offering the excess property, the Trust contends that Caltrans ensured their process and procedures were not transparent and/or understandable to the average person; Caltrans deliberately used this lack of transparency to put the adjoining property owners at a distinct disadvantage during the property sale process, despite Caltrans determination that the highest and best use was as an assemblage to the Trust's property. Specifically, the Trust contends that Caltrans took deliberate actions to inhibit and discourage the sale of the Parcel to the Trust, or alternately, to force the Trust to forfeit its rights during the sale process. The Trust further contends that Caltrans breached the public trust by repeatedly denying the existence of records for publicly funded expenditures, despite legal requirements to maintain such records, and by putting this property up for public auction while denying the Trust access to property records they are required to provide.

In light of this lack of good faith, and the serious shortcomings that occurred during the negotiations for the sale of the Parcel, the Trust is respectfully requesting that the Commission remove the sale of Parcel DD77513-01-01 from the consent agenda pending a further review of Caltrans' actions and procedures relating to the sale process of the Parcel.

In a letter addressed to Erwin L. Parker, Associate Right of Way Agent, California Department of Transportation District 7, Division of Right of Way, Excess Land Sales, this Office, acting on behalf of the Trust, noted that the Trust, in response to Caltrans' Preliminary Option Letter dated July 22, 2019, was interested in purchasing the Parcel. The letter went on to state that the Trust required certain additional information, to which it was entitled to receive based on the requirements found in the Caltrans Right of Way Manual, in order to make an informed decision in regards to the purchase of the Parcel. The letter also noted that the Trust would need an extension of time in regards to their deadline to act in order to properly review any information provided by Caltrans. Please note that the extension of time became necessary when Caltrans' refused to respond to the Trust's numerous requests to provide records. When Caltrans' finally turned over a few pages of the appraisal document to this office, they did so while maintaining that Caltrans had no obligation to provide such records, and typically, did not provide them. This reinforces the Trust's claim that Caltrans does not act in good faith toward adjoining property owners during excess property sales.

The Trust continued to seek access to property records; meanwhile the Trust noted the appraisal documents contained numerous errors, inadequate information, and showed Caltrans did not follow stated procedures. The appraisal documents containing both sloppy and inaccurate property information: streets are misspelled, they claim the existence of sidewalks, etc. Yet despite staff having "personally inspected the property" and included "representative photos", these errors went uncorrected by supervisors and were subsequently approved at the highest levels. This lack of attention to detail mirrors the work at this location, where street signs were installed to look as though they are about to fall off the post, were printed with the wrong fonts and according to specifications for other cities. When the Trust raised these with Caltrans Supervisors, they doubled-down on claims of professionalism and the quality of the work product of their staff, despite clear

evidence to the contrary. Again, this shows Caltrans maintains a culture contrary to the public trust.

Caltrans appraisal documents value the property as a pristine, but vacant, single-family lot, but that does not adequately represent the property since Caltrans acquisition. Caltrans cleared the lot and used this land, and the intersecting streets, as a construction and storage yard for equipment, heavy machinery, and materials for numerous years. Major utilities (including trunk lines) were relocated, and local streets were severely damaged by the heavy traffic and compacting activities (forcing the City of LA to undertake full reconstruction). In the appraisal document, Caltrans failed to take into consideration the inadequacy of the work undertaken in returning the Parcel to a proper condition for resale. As Caltrans prepared to finish construction activities, the lot was graded with existing soil in the vicinity that was embedded with construction debris, and which may have had higher than average levels of the aerially deposited lead (ADL was entirely ignored by Caltrans, even in response to Trust concerns). Caltrans stated the lot is level, which was true prior to acquisition, but not after. Caltrans sloped the property downward toward the adjacent freeway runoff drainage channel (which drains to Ballona Creek, an impaired waterway). This grading has proved to make the property vulnerable to regular flooding by polluted overflow from the channel.

In regards to assessing the value of the Parcel, Caltrans appraisers note the significant freeway noise impacting the Parcel, yet they did not factor this into the valuation. Similarly, Caltrans failed to note the increased shading, visual impact of the adjacent 30+ foot concrete wall with multiple protruding sign posts, lack of existing utilities, as well as the need to raise the elevation of the soil and concrete barrier to protect the property from flooding originating in the adjacent freeway drainage channel. None of these issues were factored into the price, which should have been discounted relative to the comparable properties which did not suffer from these same drawbacks. This reinforces the Trust's claim that Caltrans did not properly set value according to their stated procedures.

Additionally, Caltrans failed to acknowledge or disclose significant ground movement on the property. The ground has continued to shift under the weight of the tons of fill added to create the 30+ foot vertical concrete wall (the previously existing embankment was a sloped, vegetated hillside). This ground movement has caused significant structural damage to nearby properties, including the separation of a staircase on new construction, damage to foundations on existing homes and new construction, and the continual need for residents to realign doors and strike plates for locks. This is another example of a lack of honesty by Caltrans.

Although all other remnant properties in the vicinity were sold in 2011-2012, the intersection and the Parcel were retained by Caltrans with scant upkeep or maintenance in the interim. Specifically, Caltrans' failed in their due diligence to provide adequate oversight of contractors and employees working on and adjacent to the Parcel not only during construction, but in the years following. The Parcel was routinely blighted with six-foot high weeds, trash, debris, and dumped materials, as well as flooding and effluent from the drainage channel. Maintenance activities have been exceedingly limited, but they include worrying activities such as Caltrans directing workers to scrape the drainage channel with shovels and dump the debris onto the Parcel.

EHRlich GROUP

L A W O F F I C E

When the Trust contacted onsite supervisors about this (and deposition on Trust property), Caltrans claimed they didn't know who owned the wedge of property onto which they were dumping the channel debris! This shows a lack of care and concern for property held in the public trust by Caltrans.

The California Transportation Commission has the authority to look into deceptive practices by Caltrans with this property sale, and again, the Trust implores you to remove the Parcel (DD77513-01-01) from the list of property sales included on its consent agenda as item No. 51 for reconsideration at a later date. In the alternative, the Trust requests that Parcel DD77513-01-01 be considered as a separate item, and the approval of the sale be denied at this time.

The Commission serves and protects the people of the State of California in a critical role by setting priorities and procedures that govern the State's transportation infrastructure, including providing oversight of Caltrans. Under this authority and obligation, the Trust implores you to hold Caltrans accountable for their responsibilities to operate within the law, and in good faith, and to provide the level of service required by law.

Thank you for your consideration in this matter.

Sincerely,



By Bruce G. Ehrlich, AIA, Esq.
of the **EHRlich GROUP LAW OFFICE**

cc: Wayne L. White
Stephanie White

As an addendum to concerns about the Parcel, the Trust wishes to inform the Commission about similarly concerning issues with how Caltrans has interacted with the Trust prior to this excess property sale.

A portion of the Trust's property was taken for the adjacent freeway construction, and some of the Trust's land was used as a temporary construction easement. Under the terms of the easement agreement, Caltrans provided the dates for construction and agreed to return the Trust's property to its previous condition. Yet, Caltrans remained on the Trust's property beyond their stated dates without notification to the Trust, and they ignored requests to negotiate an extension or provide additional compensation. When the Trust's property was finally vacated by the State, the soil was heavily compacted with embedded construction debris, and Caltrans refused to re-extend the established irrigation system. Caltrans also ruined the level lot by grading the property with a downward slope, resulting in the loss of an excess of a foot in elevation along the length of the property. The slope not only caused additional runoff and soil erosion, it made the Trust's property vulnerable to repeated intrusion by polluted water from the freeway runoff drainage channel that Caltrans failed to maintain. Despite the Trust's multiple requests to Caltrans to address the flooding, Caltrans refused to respond to their trespass. We surmise that Caltrans' created the sloped elevation and reduced the height of concrete channel wall adjoining the Trust property either as a result of faulty planning or a contract change to cut costs -- either way, the Trust was not notified of this change nor did Caltrans negotiate returning a sloped property to the Trust.

During construction, the Trust suffered considerable damage to its property and disruption to the lives of those living in the home. Construction damaged the foundation of the Trust's home, which had to be rebuilt. Within a year, the house had to be lifted again to reset the foundation due to ongoing ground movement, and building damage continues to appear at a rate and severity that cannot be explained by typical Southern California ground movement. Several of our neighbors have had to attend to similar damage to foundations and homes caused by ground movement that Caltrans repeatedly failed to disclose.

This worrying Caltrans culture extends beyond the issues in the vicinity of the Trust' property and this one property sale. Caltrans has taken taxpayer money for projects, yet they have been dishonest in their dealings with property owners, and shifted costs onto the Trust and other property owners. Caltrans has responded to concerns and complaints of residents by ignoring them entirely or aggressively retaliating; they summarily dismiss any and all claims that show their culpability.

With broad authority and limited oversight, Caltrans has abused their power, and they've shown they will continue to breach the public trust by failing to act in good faith with the resources bestowed upon them. The Commission and the State need to act in the public's interest to provide a way for complaints against Caltrans to be addressed appropriately and towards fair and just resolution. The Trust implores the Commissioners to consider the impacts of this continued lack of oversight.