

SUPPLEMENT TO STAFF REPORT: NEGOTIATION FACT SHEET
PROPOSED ACTION IN EMINENT DOMAIN
CALIFORNIA WATER COMMISSION
 October 19, 2011

RON #: 2011- 05
Project: Geotechnical Activities in support of the Bay Delta Conservation Plan (BDCP)
APN: 0177-040-040 (Solano County)
DWR #: DCAS-506
Owner: Islands, Inc.

Statistics

AS OF OCTOBER 12, 2011					
# of Parcels to be Acquired	# of Parcels Acquired	Remaining Parcels to Acquire	# of Owners to Appear	# of Owners to Settle	Remaining Number of Owners to Appear
59	1	58	46	1	45

Property Rights to be Acquired

<u>DWR Parcel No.</u>	<u>Area</u>	<u>Rights</u>
Unit A	16 sq. ft.	Permanent Non-Exclusive Easement
Unit B	10,000 sq. ft.	Temporary Construction Easement
Unit C	2,290 sq. ft.	Temporary Access Easement

Parcel Information

Current Use: Agriculture – Irrigated Field Crops
Zoning: Agricultural Preserve Zone 1 (A-P)
Date of First Written Offer: July 7, 2011
Amount of Agency’s Latest Written Offer: Offer made pursuant to approved staff appraisal.
Amount of Owner’s Latest Counteroffer: N/A
Type of Geotechnical Activity: One (1) CPT and one (1) drill hole

Previous Contacts

Temporary Entry Permit (TEP) Phase

LETTERS (5)

- Initial mailing of TEP, follow-up letters, and referral to AG letter. (1/16/09, 2/10/09, 2/18/09, 3/04/09, and 3/25/09)

TELEPHONE CALLS (3)

- Left message and conversations with owner. (1/20/09, 1/20/09, and 4/02/09)

SITE VISITS (1)

- Conducted site visit for general observation and verification of land use. (11/30/09)

Recent Contacts

First Written Offer (FWO) Phase

LETTERS (9)

- Notice to Appraise Letter, First Written Offer, follow-up letters, invitations to Commission meeting, Appraisal Cost Reimbursement Agreement, Notice of Intent to Adopt Resolution of Necessity, and Temporary Easement Alternative (5/02/11, 7/07/11, 8/01/11, 8/15/11, 8/30/11, 9/09/11, 9/22/11, 9/27/11, and 10/04/11).

TELEPHONE CALLS (19)

- DWR called and left messages requesting return call. (7/18/11, 7/29/11, 7/29/11, 8/30/11, 9/07/11, 9/14/11, 9/30/11, 10/11/11)
- DWR called and spoke with owner; provided notification regarding FWO. (7/08/11)
- DWR called and spoke with owner and discussed the project and FWO; arranged to meet owner at the property. (8/02/11 and 8/05/11)
- DWR called and spoke with owner and discussed FWO and temporary easement alternative; owner was busy and unable to review the documents. (8/18/11)
- Owner called and discussed temporary easement alternative; discussed modifying time frame and days on parcel. (8/30/11, 9/07/11, 9/20/11, and 9/30/11)
- DWR called and spoke with owner's counsel and discussed FWO and temporary easement alternative; sent Appraisal Cost Reimbursement Agreement. (9/30/11 and 10/03/11)
- Owner's counsel called and discussed temporary easement alternative; counsel requested additional modifications; DWR has already made time frame modifications to the contract to accommodate owner's prior request. (10/11/11)

EMAILS (2)

- After several discussions with owner and owner's counsel, DWR emailed a copy of the temporary easement alternative to owner's counsel and mailed a hard copy to the owner. (10/04/11)
- DWR emailed owner's counsel asking for comments on the temporary easement. (10/10/11)

SITE VISITS (1)

- DWR met owner at the property and viewed drill site. Discussed the FWO and the temporary easement alternative; provided owner a copy of the temporary easement contract. (8/05/11)

Areas of Main Concern to Owner and DWR's Response

- Owner expressed concern regarding domestic well located about 25 feet from drill site.

DWR informed owner that drilling will not impact the domestic well.

- Owner requested more information about the drilling operations: number of people, vehicles, support equipment, etc.

DWR addressed property owner's questions and concerns during on-site meeting.

- Owner expressed concern regarding drilling activities interfering with farming activities and damaging crops.

DWR is willing to relocate proposed drill site to a more suitable location to minimize impacts to agricultural operations and has offered to work around owners harvesting schedule. DWR will also pay for any damages caused by its actions.

Why Necessary to Initiate Eminent Domain Action

DWR has been unable to reach an agreement to acquire the necessary property rights through either negotiation or attempted negotiation. DWR desires to initiate eminent domain action to ensure that DWR meets its geotechnical schedule.