

SUPPLEMENT TO STAFF REPORT: NEGOTIATION FACT SHEET
PROPOSED ACTION IN EMINENT DOMAIN
CALIFORNIA WATER COMMISSION
 November 16, 2011

RON #: 2011-31
Project: Geotechnical Activities in support of the Bay Delta Conservation Plan (BDCP)
APN: 146-0090-018-0000 (Sacramento County)
DWR #: DCAP-282
Owner: Nick J. and Betty A. Arch Revocable Living Trust

Statistics

AS OF NOVEMBER 9, 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	2	57	46	2	44

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	6,800 sq. ft.	Temporary Access Easement

Parcel Information

Current Use: Home site – Irrigated Field Crops
Zoning: AG 40 DW (Agriculture, 40-acre minimum, Delta Waterways Combining Zone)
Date of First Written Offer: August 2, 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 (6)

- Initial mailing of TEP; follow-up letters, referral to AG letter (7/08/10, 8/12/10, 9/03/10, 9/10/10, 1/26/11, and 2/02/11).

TELEPHONE CALLS (4)

- Left messages, message from owner, conversation with owner (7/27/10, 7/29/10, 8/18/10, and 8/19/11).

SITE VISITS (1)

- Conducted site visit for general observation and verification of land use. (10/07/10)

Recent Contacts

First Written Offer (FWO) Phase

- **FWO package included the following documents: Cover Letter, Valuation Summary Statement, Right of Way Contract, Easement Deed, Map of the Proposed Acquisition Area, Comparable Data List, Comparable Sales Map, and Payee Data Record**
- **Agent confirmed receipt of the FWO package.**

LETTERS (12)

- Notice to Appraise Letter, First Written Offer, follow-up letters, invitations to Commission meeting, Letter addressing concerns, Appraisal Reimbursement Agreement, Notices of Intent to Adopt a Resolution of Necessity, Letter providing clarification regarding permanent easements and hazardous materials, and Letter addressing concerns and encouraging negotiations (5/26/11, 8/02/11, 8/22/11, 8/30/11, 9/06/11, 9/07/11, 9/09/11(two different letters), 9/27/11, 10/13/11, 10/25/11 and 11/4/11)

TELEPHONE CALLS (13)

- DWR called and/or left messages requesting return call. (8/04/11, 8/08/11 and 10/28/11)
- DWR called and spoke with owner; discussed the project, the FWO, discussed the temporary easement contract, moving drill hole, setting up a meeting, confirming DWR's compliance with owner's request to move drill holes, providing notice of RON being removed from October CWC meeting. (8/09/11, 8/18/11, 8/19/11, 8/22/11, 8/24/11, 8/26/11, 9/26/11, 10/03/11, 10/12/11 and 10/17/11)

SITE VISITS (2)

- DWR stopped by owner's residence; left door hanger, business card, and Right of Way Contract for Temporary Easement. (8/26/2011)
- DWR met with owner to discuss moving drill hole and to negotiate the Right of Way Contract for Temporary Easement. (10/05/11)

Areas of Main Concern to Owner and DWR's Response

- Owner expressed concern with the proposed drill location and suggested an alternate location. **DWR complied with owner's request to move drill location.**
- Owner expressed concern regarding cloud on title as a result of the permanent easement. DWR offered the owner the temporary easement alternative.
- Owner requested DWR to incorporate owner's suggested revisions in the temporary easement contract regarding duration of access, liability of damage to driveway, if any, and extending the indemnification obligation of DWR. DWR complied with owner's request in a letter dated 11/04/11 with the revised Right of Way Contract enclosed.

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.