

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

**RON #:** 2011-12  
**Project:** Geotechnical Activities in support of the Bay Delta Conservation Plan (BDCP)  
**APN:** 156-0050-005-0000 (Sacramento County)  
**DWR #:** DCAP-210  
**Owner:** River Maid Land Company

**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	57,620 sq. ft.	Temporary Access Easement

**Parcel Information**

**Current Use:** Irrigated Field Crops  
**Zoning:** AG 80 (Agriculture, 80-acre minimum)  
**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 (7)

- Initial mailing of TEP; follow-up letters, referral to AG letter (7/07/10, 8/12/10, 9/03/10, 9/10/10, 9/14/10, 1/26/11, and 2/02/11).

TELEPHONE CALLS (1)

- Spoke with property owner; preferred contact is by email. (9/26/10)

EMAILS (4)

- Follow-up email confirming authorization to negotiate with property owner's representative; follow-up emails addressing owner's questions. (9/13/10, 9/14/10, 1/31/11; 2/01/11)

## SITE VISITS (1)

- Conducted site visit for general observation and verification of land use (10/13/10).

## 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 (11)

- Notice to Appraise Letter, First Written Offer, follow-up letters, invitations to Commission meeting, Temporary Easement Alternative, Appraisal Cost Reimbursement Agreement, Notices of Intent to Adopt Resolution of Necessity, Letter providing clarification regarding permanent easement and hazardous materials (5/23/11, 8/02/11, 8/22/11, 8/30/11, 9/06/11, 9/09/11, 9/13/11, 9/19/11, 9/27/11, 10/13/11, and 10/25/11).

## TELEPHONE CALLS (1)

- Conversation with property owner's representative. Representative requested GIS coordinates for proposed drilling location; discussed temporary easement alternative. (9/12/11)

## EMAILS (22)

- Several emails addressing the FWO and the reasons for conducting drilling on the River Maid property; discussed concerns with farming operations and the possibility of moving proposed drill site to an area of less impact; discussed temporary easement alternative and the independent appraisal; discussed California Water Commission meeting; discussed elimination of environmental lab testing. (Various dates from August 4, 2011 through November 4, 2011)

## Areas of Main Concern to Owner and DWR's Response

- Owner is concerned about DWR's request for a permanent easement and disagrees with the compensation offered.

DWR offered the temporary easement alternative and discussed the option available to the owner to obtain an independent appraisal. The Appraisal Cost Reimbursement Agreement has been forwarded to the owner's representative.

- Owner has expressed concern regarding impacts to agricultural operations including damages to asparagus crops and interruption with plans to flood the property.

**DWR has agreed to move the drill site to the location proposed by owner's representative.** DWR informed representative that DWR will work around owner's harvesting schedule and 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.