

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

RON #: 2011-18
Project: Geotechnical Activities in support of the Bay Delta Conservation Plan (BDCP)
APN: 132-0200-032-0000 (Sacramento County)
DWR #: DCAP-600
Owner: **George W. G. Smith, Trustee; Elizabeth A. Smith, Trustee; George and Elizabeth Smith 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	10,000 sq. ft.	Temporary Construction Easement
Unit B	45,150 sq. ft.	Temporary Access Easement

Parcel Information

Current Use: Irrigated Field Crops and pear orchard
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) test pit

Previous Contacts

Temporary Entry Permit (TEP) Phase

LETTERS (6)

- Initial mailing of TEP, follow-up letters, and referral to AG letter (7/12/10, 8/12/10, 9/03/10, 9/10/10, 1/27/11, and 2/02/11).

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 (twice), Notices of Intent to Adopt Resolution of Necessity, and 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, 9/27/11, 10/13/11, 10/25/11, and 11/09/11).

TELEPHONE CALLS (10)

- DWR called and left messages requesting return call. (8/08/11, 8/18/11, 8/31/11, 9/28/11, 10/11/11, 10/04/11, and 10/17/11)
- DWR called and spoke with owner and discussed FWO; owner inquired as to why his parcel was chosen for geotechnical studies rather than the school property north of his property and would like the answer before proceeding with negotiations. (10/11/11)
- DWR called and spoke with owner and explained that the parcel north of his property was actually privately owned rather than owned by the school. Owner inquired as to why his parcel was selected for a test pit and asked if any construction would impact his property's drainage. (10/28/11)
- DWR called and spoke with owner to discuss the purpose of the test pit and to inform owner that no construction is currently planned on the property; property is being considered for a borrow site. Owner requested and DWR resent Temporary Easement Contract. (11/08/11)

SITE VISITS (2)

- DWR stopped by property; left door hanger. (8/26/11)
- DWR stopped by property and spoke with owner's sister; gave business card and obtained owner's cell phone number. (9/02/11)

Areas of Main Concern to Owner and DWR's Response

- Owner requested DWR perform drilling activities on adjacent school property rather than his own property.

According to DWR's research, the land adjacent to the owner's property is owned by a private party and the school property is improved with a high school.

- Owner concerned that construction would negatively impact property's drainage.

DWR said that construction may impact property's drainage. However, no construction activities are planned by DWR on owner's property.

No specific concerns identified in relation to the location of the proposed test pit.

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.