

**Meeting of the Central Valley Flood Protection Board  
September 27, 2019  
Staff Report – Resolution of Necessity to Acquire Property  
Department of Water Resources  
Lower Elkhorn Basin Levee Setback Project, Yolo County**

---

**1.0 – REQUESTED ITEM**

Consider the adoption of the attached Resolution No. 2019-20 (Attachment A), authorizing an eminent domain action to acquire the fee simple interest of 261.503+/- acres of land, easement interest of 15.16+/- acres of land, and associated residential and agricultural improvements in the following property on Yolo County's Assessor Parcel Number (APN) 042-290-001, 057-220-006, 057-220-007, 057-230-001, 057-230-002, 057-230-003, 057-240-005, 057-240-007, 057-210-001, and 057-210-010 (Property), for the Lower Elkhorn Basin Levee Setback (LEBLS) Project.

The Resolution of Necessity provides that the public interest and necessity require the Project, the Project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury, the Property sought to be acquired is necessary for the Project, and the offer required by section 7267.2 of the Government Code has been made to the owner or owners of record. (CCP § 1245.230.) (The amount of compensation that is required to be paid to the owner(s) to acquire the Property is not at issue in this proceeding. The amount of compensation will be determined in a court trial following adoption of the Resolution of Necessity. (Cal. Const., art I, § 19.))

**2.0 – PROPERTY DESCRIPTION**

The proposed action involves the acquisition of the real property referenced above to support the flood risk reduction improvements and other project components that will be constructed for the Project. The property is owned by Buzz Oates, LLC and is located west of the Sacramento River and Old River Road, east of the Tule Canal, and south of I-5 in the Lower Elkhorn Basin. (A description of the general location and extent of the property to be taken, with sufficient detail for reasonable identification. CCP § 1245.230(b).) Acquisition of the Property is necessary for the setback levee portion of

the Project and will include portions of the levee, road, borrow areas, utility relocation, mitigation and other purposes of the Project.

The property to be acquired consists of 276 acres currently used for irrigated row and field crops, agricultural structures, and an accessory single-family residence. Acquisition is Fee simple of 261.503 acres and Easement of 15.16 acres. The property is improved with a 7,800 square foot pole barn, a 2,800 square foot farm equipment shed, 2.5 acres of gravel paving, a 1,500 square foot concrete pad, a 65-foot truck scale and irrigation improvements. A mobile home and various personal property and equipment will require relocation as part of the project.

### **3.0 – AUTHORITY OF THE BOARD**

Pursuant to Water Code sections 8590 and 8593, the Board may acquire by eminent domain in the name of the Sacramento and San Joaquin Drainage District any property necessary for the purposes set forth in Water Code section 8590, et seq. Pursuant to Code of Civil Procedure section 1245.210(b), the Board is the governing body for Resolutions of Necessity for the Sacramento and San Joaquin Drainage District.

Approval of the resolution authorizing an eminent domain action to acquire the Property is consistent with the Board's policy of improving flood risk management through implementation of the 2017 CVFPP Update.

### **4.0 – PROJECT LOCATION**

The Lower Elkhorn Basin is bounded by Interstate 5 (I-5) on the north, the Sacramento River on the east, the Sacramento Bypass on the south, and the Tule Canal on the west. The project would set back levees protecting the Lower Elkhorn Basin, including the Sacramento Bypass North Levee and a portion of the Yolo Bypass East Levee, in Yolo County.

The LEBLS project site is primarily used for agricultural production of row crops (e.g., tomatoes, sunflowers, safflowers); alfalfa; and nut-bearing orchards. The population is fewer than 100 people, and contains fewer than 100 structures including farm buildings, permanent and temporary residences, and commercial buildings. The Basin is subdivided by interior drainage canals forming three sub-basins identified as Reclamation Districts (RD): RD 537 (southeast quarter of the Basin), RD 785 (southwest quarter of the Basin), and RD 827 (northern part of Basin). The RDs each operate their own interior drainage canals and pump systems for crop irrigation and interior drainage. The topography of the Lower Elkhorn Basin area is relatively flat and

slopes gently from northeast to southwest. The ground surface elevations range from about 10 to 25 feet (North American Datum of 1983 [NAD83]). The Yolo Bypass is oriented generally north to south. The Sacramento Bypass channel is oriented east to west.

## **5.0 – PROJECT DESCRIPTION**

Consistent with the 2012 Central Valley Flood Protection Plan (CVFPP), the LEBLS Project would expand the flood capacities of the Yolo and Sacramento Bypasses, which are both critical flood risk reduction elements for major urban and agricultural areas in the lower Sacramento River watershed. The LEBLS Project would lower flood stages in the Sacramento River and upper Yolo Bypass, reducing flood risks to portions of the Cities of Sacramento, West Sacramento, and Woodland. Located in Yolo County, just west of the Sacramento River, the project site extends along the Sacramento Bypass and continues north along the east side of the Yolo Bypass terminating just south of I-5. The LEBLS Project includes the design, engineering, permitting, real estate acquisition, and construction of the setback of the 1.7-mile levee north of the Sacramento Bypass and up to 6 miles of the east levee of the Yolo Bypass adjacent to the Lower Elkhorn Basin, partial or full old levee degrades, seepage berms, cutoff walls, relief wells, erosion protection, construction of a landside toe access road, and ecosystem enhancement through floodplain expansion and required project mitigation, consistent with the CVFPP.

## **6.0 – DISCUSSION**

### **The public interest and necessity require the proposed project. (CCP § 1245.230(c)(1).)**

The public interest and necessity require acquisition of the Property for the Project. The purpose of the Project is to reduce flood risk to the Cities of Sacramento, West Sacramento, and Woodland by improving the flood management system consistent with the State-approved 2012 CVFPP and 2017 Update. The acquisition of the Property is required and necessary for construction of the setback levee portion of the Project and will include the levee, road, borrow areas, utility relocation, mitigation and other purposes of the Project.

The Project is needed because of the high risk of flooding threatening life and public safety, property, critical infrastructure, and the environment throughout the areas

protected by the Yolo and Sacramento Bypasses, including but not limited to portions of the Cities of Sacramento, West Sacramento, and Woodland. The Project improvements are designed to provide increased system resiliency to convey large flood events as outlined in the 2017 CVFPP for the Yolo Bypass upstream of I-5 (City of Woodland) and the Sacramento River at I Street Bridge (City of Sacramento); to address deficiencies in the existing Sacramento Bypass North Levee and portions of the Yolo Bypass East Levee, as evidenced by several slope failures, sloughing, boils, and slope cracking in early 2017; and other Project needs as discussed in the Final Environmental Impact Report (FEIR).

**The proposed project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury. (CCP § 1245.230(c)(2).)**

The Project will be most compatible with the greatest public good and least private injury because it will provide maximum flood protection while simultaneously minimizing the amount of private land that will be acquired. The Project design incorporates community input and advice, technical and safety considerations, and multiple agency reviews.

The Project has been designed so that the acquisition and use of the Property will not unreasonably interfere with or impair the use of any property currently in public use.

On September 8, 2016, U.S. Army Corps of Engineers (USACE) issued the Notice of Intent (NOI) to inform agencies and the general public that a joint EIS/EIR was being prepared for the project and invited comments on the scope and content of the document. The NOI was published in the Federal Register Vol. 81, No.174, on September 8, 2016. The NOI was also published on the USACE website. USACE posted the NOI on September 9, 2016, with an expiration date of October 7, 2016. Agencies and interested parties were given the opportunity to provide USACE with written comments on the proposed scope and content of the EIS/EIR until October 7, 2016 to align with the California Environmental Quality Act (CEQA) Notice of Preparation (NOP) time mandate.

On September 7, 2016, the Department of Water Resources (DWR) and the State Clearinghouse issued the NOP to inform agencies and the general public that a joint EIS/EIR was being prepared for the project and invited comments on the scope and content of the document. The NOP contained information on the location, date, and time of the scoping meeting. The NOP was also published on the DWR project website.



Additionally, the NOP release and announcement of the joint EIS/EIR scoping meeting was published in the Sacramento Bee, the newspaper of greatest general circulation.

As mandated under CEQA, the NOP was circulated for a minimum 30-day public review period, beginning on September 7, 2016, and ending on October 7, 2016. Agencies and interested parties were given the opportunity to provide DWR with written comments on the proposed scope and content of the EIS/EIR until 5 p.m. on October 7, 2016.

USACE and DWR held a joint public scoping meeting on September 15, 2016, in West Sacramento. Written comments were received by USACE and/or DWR from the following Federal, State, and regional and local agencies, and nongovernmental organizations: U.S. Environmental Protection Agency, California Department of Fish and Wildlife, Central Valley Regional Water Quality Control Board, Delta Stewardship Council, Native American Heritage Commission, County of Yolo, Lower Sacramento/Delta North Region, California Farm Bureau Federation, Pacific Gas and Electric Company, and Yolo Basin Foundation.

Upon request, DWR held and attended more than 30 meetings with interested parties, including National Marine Fisheries Service; U.S. Bureau of Reclamation; U.S. Fish and Wildlife Services; California Department of Fish and Wildlife; Yolo County; Sacramento Area Flood Control Agency; RDs 537, 785, and 827; and local landowners.

On September 22, 2017, the Board authorized the sending of the Section 408 Request Letter to the U.S. Army Corps of Engineers requesting permission to alter a portion of the Sacramento River Flood Control Project (SRFCP) levees through the LEBLS Project, based on 65% design submittal package and pursuant to U.S. Code Title 33, Section 408 (Section 408).

The DEIS/DEIR was circulated for a 45-day public review period from May 25, 2018 to July 9, 2018, and a joint public meeting on the DEIS/DEIR was conducted by USACE and DWR on Thursday, June 7, 2018 from 4 p.m. to 6 p.m. at West Sacramento City Hall, 1110 West Capitol Avenue, West Sacramento, California 95691.

The FEIR was prepared and circulated in accordance with CEQA requirements and includes responses to all comments received on the DEIS/DEIR. The Notice of Determination (NOD) was filed on March 18, 2019.

**The property described in the resolution is necessary for the proposed project. (CCP § 1245.230(c)(3).)**

The Property to be acquired is approximately 276+/- acres of land and associated residential and agricultural improvements. The Property is identified by the Yolo County's Assessor Parcel Numbers (APN) 042-290-001, 057-220-006, 057-220-007, 057-230-001, 057-230-002, 057-230-003, 057-240-005, 057-240-007, 057-210-001, and 057-210-010. The Property would be acquired in fee simple and easement. As shown on the attached map, the new setback levee will cross the Property.

The Property would be acquired for the purposes of all stages of construction, operation, reconstruction, repair, and maintenance of improvements for present and future flood control, partial or full old levee degrades, seepage berms, cutoff walls, relief wells, erosion protection, construction of a landside toe access road, ecosystem enhancement through floodplain expansion and required project mitigation, and other uses in connection with the LEBLS Project. (CCP § 1245.230(a).)

**That either the offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record, or the offer has not been made because the owner cannot be located with reasonable diligence. (CCP § 1245.230(c)(4).)**

DWR staff has complied with right-of-way acquisition guidelines and requirements. On January 18, 2019, DWR advised the property owners that DWR desired to appraise and acquire the subject property for the implementation of setback levees to widen the Yolo Bypass and Sacramento Bypass.

On August 8, 2019, the First Written Offer (FWO), in compliance with Government Code section 7267.2, was mailed to the property owner of record. The FWO package included Cover Letter including the Fair Market Value offer, Valuation Summary Statement, Right of Way Contract, Grant Deed, Map of the Proposed Acquisition Area, Comparable Data List, Comparable Sales Map, DWR Real Estate Branch Property Acquisition Information, and DWR Real Estate Branch Relocation Assistance Program Information. The Cover Letter included the statement that DWR would reimburse the property owner up to \$5,000 if the owner wished to obtain a separate appraisal of the acquisition area. The owner did not accept DWR's Fair Market Value offer for the property.

To date, the owner has not provided a counter-offer to DWR.

On August 30, 2019, the Board staff mailed the Notice of Intent to Adopt a Resolution of Necessity to the owner. On September 11, 2019, the Board staff mailed a revised Notice of Intent to Adopt a Resolution of Necessity to the owner to add APN 057-210-010. The Notice's stated that the owner has the right to be heard at the Board meeting

to be held on Friday, September 27, 2019 to consider the adoption of a Resolution of Necessity to acquire the Property by eminent domain.

The resolution before the Board today would start the formal eminent domain process to acquire the Property. Staff recommends that the Board start the formal eminent domain process at this time to allow staff to meet the construction schedule for the Project. DWR real estate staff, however, is willing to continue to negotiate a settlement with the owner at any point during the eminent domain process.

### **6.1. Consistency with the 2017 CVPPP Update**

As part of the CVFPP, Regional Flood Management Plans, the Sacramento Basin-Wide Feasibility Study (BWFS), and the Conservation Strategy (CS), this project has refined multi-benefit solutions for an integrated system-wide approach in the Central Valley consistent with California Water Action Plan (CWAP) objectives. This project is based on the CVFPP recommendations to improve flood system flexibility and resiliency by implementing system scale multi-benefit improvements. These system improvements will be designed and implemented to create a sustainable water-related resources management system that achieves a resilient, dynamic balance between the societal values of public health and safety, vital ecosystems, stable economies, and opportunities for enriching experiences.

## **7.0 – STAFF RECOMMENDATION**

Staff recommends that the Board adopt the Resolution of Necessity authorizing the use of eminent domain to acquire for the Lower Elkhorn Basin Levee Setback Project the following property: Parcel Owner: Buzz Oates, LLC, APNs 042-290-001, 057-220-006, 057-220-007, 057-230-001, 057-230-002, 057-230-003, 057-240-005, 057-240-007, 057-210-001, and 057-210-010 (Yolo County).

## **8.0 – LIST OF ATTACHMENTS**

- A. Resolution of Necessity No. 2019-20
- B. Project Location Map
- C. Subject Property Acquisition
  - C.1 - Map of the General Location of the Property
  - C.2 - Map of the Extent of the Subject Property to Be Taken
  - C.3 - Legal Description
- D. CEQA Notice of Determination
- E. Notice of Appraisal
- F. First Written Offer (with attachments)
  - Cover Letter
  - Appraisal Summary Sheet
  - Right of Way Contract
  - Grant Deed (with attachments)
  - Comparable Land Sales Summary
  - Comparable Sales Map
  - DWR Real Estate Branch Property Acquisition Information
  - DWR Real Estate Branch Relocation Assistance Program Information
- G. Acquisition Summary Sheet
- H. Right-of-Way Agent Diary
- I. Notice of Intent to Adopt a Resolution of Necessity

Report by: Corey Lasso, P.E., Senior Engineer, Systemwide Multi-Benefit Initiatives  
Office, DWR

Reviewed by: Andrea Buckley, Chief, Environmental Services and Land Management  
Branch, Board Staff

**STATE OF CALIFORNIA  
THE NATURAL RESOURCES AGENCY  
CENTRAL VALLEY FLOOD PROTECTION BOARD  
RESOLUTION OF NECESSITY NO. 2019-20  
FOR ACQUISITION OF YOLO COUNTY'S ASSESSOR PARCEL NUMBERS  
042-290-001, 057-220-006, 057-220-007, 057-230-001, 057-230-002, 057-230-003,  
057-240-005, 057-240-007, 057-210-001, AND 057-210-010**

**BACKGROUND:**

- A. WHEREAS**, the Central Valley Flood Protection Act of 2008 (2008 Act) directed that the Department of Water Resources (DWR) prepare a Central Valley Flood Protection Plan (CVFPP) to be adopted by the Central Valley Flood Protection Board (Board) by July 1, 2012 (CWC § 9612(b)); and
- B. WHEREAS**, the Board adopted the CVFPP, the State Plan of Flood Control Descriptive Document (DWR, 2010), and the Flood Control System Status Report (DWR, 2011) on June 29, 2012 through Resolution No. 2012-25; and
- C. WHEREAS**, the 2008 Act directs that the CVFPP be updated in subsequent years (CWC § 9612(e)), and the Board adopted the CVFPP 2017 Update on August 25, 2017 through Resolution No. 2017-10; and
- D. WHEREAS**, consistent with the 2012 CVFPP and the CVFPP 2017 Update, the Lower Elkhorn Basin Levee Setback Project would expand the flood capacities of the Yolo and Sacramento Bypasses, which are both critical flood risk reduction elements for major urban and agricultural areas in the lower Sacramento River watershed; and
- E. WHEREAS**, DWR prepared and circulated a Final Environmental Impact Report for the Project, in compliance with the California Environmental Quality Act, and filed the Notice of Determination on March 18, 2019; and
- F. WHEREAS**, the Board has the authority to acquire property through eminent domain on behalf of the Sacramento and San Joaquin Drainage District (CWC § 8590, 8593); and
- G. WHEREAS**, the Board is the governing body for adopting Resolutions of Necessity for the Sacramento and San Joaquin Drainage District (Civil Code of Procedure (CCP) § 1245.210(b)); and
- H. WHEREAS**, the property to be acquired in fee simple and easement is identified as APNs 042-290-001, 057-220-006, 057-220-007, 057-230-001, 057-230-002, 057-230-003, 057-240-005, 057-240-007, 057-210-001, and 057-210-010, Yolo County.

**NOW, THEREFORE THE BOARD FINDS:**

- I. WHEREAS**, That the above recitals are true and correct; and
- J. WHEREAS**, That the property to be acquired is necessary to reduce flood risk by improving the flood management system consistent with the State-approved 2017 CVFPP Update (CCP § 1245.230(a)); and
- K. WHEREAS**, That the Board has found and determined that the public interest and necessity require the Project (CCP § 1240.030(a)); and
- L. WHEREAS**, That the Board has found and determined that the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury (CCP § 1240.030(b)); and
- M. WHEREAS**, That the Board has found and determined that the property sought to be acquired is necessary for the Project (CCP § 1240.030(c)); and
- N. WHEREAS**, That the Board has found and determined that the offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record; and
- O. WHEREAS**, That timely notice was sent to the owners and reasonable opportunity to appear and be heard on these matters was provided (CCP § 1245.235).

**NOW, THEREFORE, BE IT RESOLVED:**

- 1.** That the Lower Elkhorn Basin Levee Setback Project is consistent with the Board's mission "[t]o reduce the risk of catastrophic flooding to people and property within the California Central Valley."
- 2.** That the Lower Elkhorn Basin Levee Setback Project is consistent with the 2017 CVFPP Update's primary goal to improve flood risk management, and the 2017 CVFPP Update's supporting goals.
- 3.** That the Board adopts this Resolution of Necessity and authorizes DWR the use of the Board's statutory authorities related to eminent domain to acquire for the Lower Elkhorn Basin Levee Setback Project the following properties: Buzz Oates, LLC, APNs 042-290-001, 057-220-006, 057-220-007, 057-230-001, 057-230-002, 057-230-003, 057-240-005, 057-240-007, 057-210-001, and 057-210-010, (Yolo County).

This resolution shall constitute the written decision of the Board in the matter of adopting this Resolution of Necessity.

**PASSED AND ADOPTED** by vote of the Board on September 27, 2019.

---

William H. Edgar, President

---

Jane Dolan, Vice President / Secretary

# LOWER ELKHORN BASIN LEVEE SETBACK PROJECT





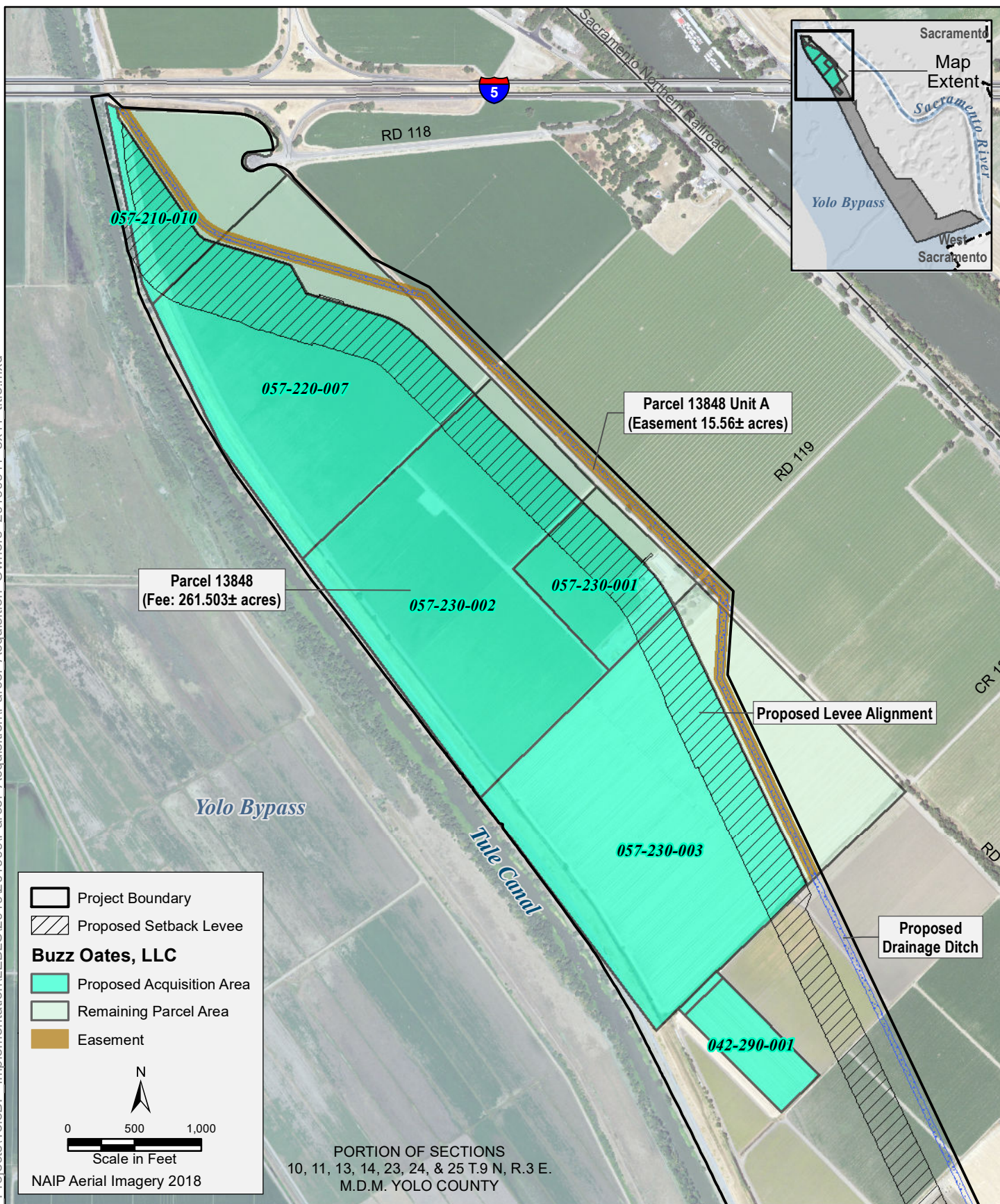


**Figure 1**

By: M Jacobson  
September 2019



X:\CVFPOData\GIS Projects\YoloBP Implementation\LEBLS\2019\201909\Parcel Acquisition Owners 20190911 8x11 title.mxd



Division of Multibenefit Initiatives

Figure: 2

## Lower Elkhorn Basin Levee Setback Proposed Acquisition Exhibit

By: M Jacobson  
Date: September 2019

EXHIBIT "A"

All that real property being portions of protracted Township 9 North, Range 3 East, and Township 10 North, Range 3 East, M.D.M., County of Yolo, State of California, being Lots 16, 15, 35, 36, 37, 41, 40, 39, 38, 59, 60, 61, 62, 67, 66, 65, 64, 63, 87, 88, 89 and portions of Lots 12, 13, 14, 17, 34, 42, 58, 68, 85 and 86 as said lots are shown on the map of ELKHORN SUBDIVISION filed on February 6, 1912 in Book 2 of Maps, page 51, Official Records of Yolo County and also described as portions of PARCEL ONE and PARCEL THREE under EXHIBIT "A" in the GRANT DEED recorded October 31, 2012 as DOC-2012-0035923, Official Records of Yolo County, described as follows:

**PARCEL 13848**

COMMENCING at the intersection of Elkhorn Avenue (also known as County Road 122) and said Division Road (also known as County Road 124) as shown on said 2 Maps 51 and being a found 1-3/4 inch Buttonhead, as said Buttonhead is shown on Book 2015 of Maps, Page 35, Official Records of said County, from which a found 1 inch iron pipe located at the intersection of said Elkhorn Avenue and Willow Road as intersection is shown on said 2 Maps 51 and said 1 inch iron pipe is shown on said 2015 Maps 35 bears North 45°03'37" West 4489.89 feet; Thence along the centerline of said Elkhorn Avenue North 45°03'37" West 2311.37 feet to the intersection of said Elkhorn Avenue and Sycamore Road as said intersection is shown on said 2 Maps 51; Thence leaving the centerline of said Elkhorn Avenue and along the centerline of said Sycamore Road South 44°56'23" West 1023.96 feet to the Point of Beginning;

Thence from said POINT of BEGINNING continuing along last said centerline South 44°56'23" West 976.10 feet to the most northerly corner of said Lot 91;

Thence leaving last said centerline and along the northeasterly, southeasterly and southwesterly lines of said Lot 91 the following three (3) courses:

- 1) South 45°03'37" East 1089.00 feet;
- 2) South 44°56'24" West 400.00 feet; and
- 3) North 45°03'37" West 1089.00 feet to last said centerline;

Thence leaving last said southeasterly line and along the centerline of said Sycamore Avenue South 44°56'23" West 262.67 feet to the westerly subdivision line of said 2 Maps 51;

Thence northwesterly along said subdivision line to the southerly right-of-way line of Interstate 5 as described in Book 849, Page 573 Official Records of Yolo County;

Thence along said southerly right-of-way line South 66°29'35" East 86.00 feet;

Thence leaving said southerly line along the following ten (10) courses:


- 1) South 12°00'22" East 94.61 feet;
- 2) South 34°27'44" East 1049.32 feet to a point on a curve to the left;
- 3) Along a curve to the left with a radius of 125.00 feet, having a chord bearing of South 54°00'05" East 83.61 feet;
- 4) South 73°32'26" East 660.29 feet;
- 5) South 28°19'18" East 243.73 feet;
- 6) South 73°32'26" East 546.84 feet to a point on a curve to the right;



- 7) Along a curve to the right with a radius of 800.00 feet, having a chord bearing of South 59°18'00" East 393.59 feet;
- 8) South 45°03'33" East 2293.74 feet to a point on a curve to the right;
- 9) Along a curve to the right with a radius of 1500.00 feet, having a chord bearing of South 30°13'39" East 512.27 feet;
- 10) South 25°23'44" East 2248.19 feet to the point of beginning of this description.

EXCEPTING THEREFROM those portions of lands as described in 91 of Deeds, page 67, Official Records of Yolo County.

Containing 261.503 acres, more or less.

 8/6/19  
KRISTOPHER KLIMA, PLS



## EXHIBIT A

All that real property being portions of protracted Township 9 North, Range 3 East, M.D.M., County of Yolo, State of California, being portions of Lots 12, 13, 14, 17, 18, 33, 34, 43, 57, 67, 68, 69, 85 and 86 as said Lots are shown on the map of ELKHORN SUBDIVISION filed on February 6, 1912 in Book 2 of Maps, Page 51, Official Records of Yolo County described as follows:

### **PARCEL 13848**

#### **UNIT A**

A strip of land 80.00 feet wide in width lying 40.00 feet left and 40.00 feet right, measured at right angles, on each side of the following described line:

COMMENCING at a found 1/2" rebar located near the northeasterly corner of Lot 108 on the centerline of Division Road (also known as County Road 124, 60.00 feet wide), as shown on Book 12 of Maps & Surveys, Page 47 Official Records of Yolo County; Thence South 16°11'02" West 456.21 feet to a 1-3/4 inch Buttonhead at the intersection of Elkhorn Avenue (also known as County Road 122, 60.00 feet wide) and said Division Road as shown on said map, from which a found 1" iron pipe at the intersection of said Elkhorn Avenue and Willow Road (also known as County Road 119, 50.00 feet wide) bears North 45°03'37" West 4489.89 feet;

thence leaving last said centerline and along the centerline of said Elkhorn Avenue North 45°03'37" West 2311.38 feet to the intersection of Sycamore Road (also known as County Road 120, 50.00 feet wide), as shown on said map;

thence leaving last said centerline and along the centerline of said Sycamore Road South 44°56'23" West 944.32 feet to the point of beginning;

THENCE FROM SAID POINT OF BEGINNING leaving last centerline and along said 80.00 foot wide centerline the following of six (6) courses:

- 1) North 25°23'44" West 1651.52 feet;
- 2) North 3°19'24" East 613.38 feet;
- 3) North 45°03'30" West 3185.89 feet;
- 4) North 73°32'26" West 1527.53 feet to a curve to the right having a radius of 479.00 feet;
- 5) Along said curve through a central angle of 39°04'42" a distance of 326.70 feet; and
- 6) North 34°27'44" West 949.73 feet to the southerly line of the parcel of land described in the deed record March 9, 1967 in Book 849 of Official Records, page 573 official records of said county.

Sidelines of strip to be shortened and/or lengthened to extend from the southeasterly line of said Lot 86 to last said southerly line.

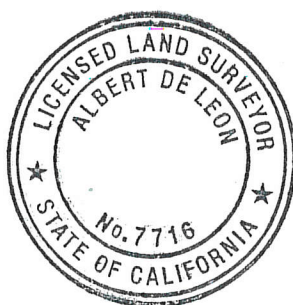
Containing 15.16 acres, more or less.

Bearings and distances used in the above description are based on the California Coordinate System, CCS83 Epoch 2010.00(2011), Zone 2, US Survey Feet. The above distances are grid, to convert to Ground multiply by 1.0000465 (PROJECT C.S.F.).

Albert De Leon

Albert De Leon LS 7716

August 6, 2019



## Notice of Determination

Appendix D

## To:

☒ Office of Planning and Research

For U.S. Mail:

P.O. Box 3044

Sacramento, CA 95812-3044

Street Address:

1400 Tenth St.

Sacramento, CA 95814

☐ County Clerk

County of: \_\_\_\_\_

Address: \_\_\_\_\_

## From:

Public Agency: CA Department of Water Resources

Address: 3464 El Camino Avenue Suite 150

Sacramento, CA 95821

Contact: Erin Brehmer

Phone: (916) 574-2313

Lead Agency (if different from above): \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

**SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.**State Clearinghouse Number (if submitted to State Clearinghouse): 2016092015Project Title: Lower Elkhorn Basin Levee Setback ProjectProject Location (include county): Sacramento

## Project Description:

The Lower Elkhorn Basin Levee Setback Project would entail the following flood-risk reduction elements (1) widening the Yolo Bypass by constructing a setback levee approx. 1,500 feet east of the Tule Canal in the Lower Elkhorn Basin (between I-5 and the Sacramento Bypass), (2) widening the Sacramento Bypass by constructing a setback levee approx. 1,500 feet north of the existing levee (3) potential degrading of all or portions of existing levees; and (4) implementing ecosystem improvements in the lower Elkhorn Basin to mitigate project impacts.

This is to advise that the California Department of Water Resources has approved the above described project on☒ Lead Agency or ☐ Responsible AgencyMarch 18, 2019

(Date)

and has made the following determinations regarding the above described project:

1. The project [☒ will ☐ will not] have a significant effect on the environment.
2. ☒ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.  
☐ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [☒ were ☐ were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [☒ was ☐ was not] adopted for this project.
5. A statement of Overriding Considerations [☒ was ☐ was not] adopted for this project.
6. Findings [☒ were ☐ were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at: 3464 El Camino Avenue Suite 150

Signature (Public Agency) \_\_\_\_\_

Title \_\_\_\_\_

Date 3/18/19

Date Received for filing at OPR \_\_\_\_\_



March 12, 2019

Buzz Oates LLC  
555 Capitol Mall  
Sacramento, CA 95814

Re: Lower Elkhorn Basin Levee Setback Project  
122 Circle Street, Yolo County, CA  
APNs: 042-290-001, 057-210-010, 057-220-007, 057-230-001, 057-230-002, 057-230-003

Dear Property Owner,

The State of California, Department of Water Resources is looking to increase flood protection for urban and rural areas in and around Sacramento and Yolo Counties. The Department will accomplish this through phased implementation of a combination of setback levees, widened weirs, strengthening of existing levees, and other actions. The first phase of these enhancements is levee setbacks along the Yolo and Sacramento Bypass in the lower Elkhorn Basin. The purpose of this correspondence is to inform you of the intent to appraise your property, as identified above.

In connection with this project, the State of California, Department of Water Resources has retained Bender Rosenthal, Inc., Commercial Valuation and Right of Way Services, to develop and produce an appraisal. The appraisal process starts by inspecting your property for purposes of establishing the fair market value of your property. An appraiser from Bender Rosenthal will call you to arrange a mutually agreeable time to meet and inspect your property. You have the right and are encouraged to accompany the appraiser during the property inspection within the next few weeks.

This notice does not constitute an offer to purchase your property, nor does it establish eligibility for you or your occupant for relocation assistance or relocation payments.

In the meantime, if you have any questions regarding the potential acquisition of your property, the process or timing, please feel free to call me at (916) 978-4900. Thank you in advance for your cooperation.

Sincerely,

A handwritten signature in black ink that reads "Amy Woodward". The signature is written in a cursive style and is positioned above a horizontal line.

Amy J. Woodward  
Certified General Appraiser  
Bender Rosenthal, Inc.

Enclosures: Map exhibit



**CENTRAL VALLEY FLOOD PROTECTION BOARD**

3310 El Camino Avenue, Room 151  
SACRAMENTO, CA 95821  
(916) 574-0609 FAX: (916) 579-0682  
Permits: (916) 574-0685 FAX: (916) 574-0682



AUG 08 2019

Mr. Dan Ramos  
Buzz Oates, LLC, a California General Partnership  
1450 Harbor Boulevard, Suite B  
West Sacramento, CA 95691

Dear Mr. Ramos:

Our records indicate that you are the owner of certain property situated in Yolo County, identified as Assessor's Parcel Nos. 042-290-001, 057-210-001, -010, 057-220-006, -007, 057-230-001, -002, -003, 057-240-005, and -007. The Sacramento and San Joaquin Drainage District, acting by and through the Central Valley Flood Protection Board of the State of California (the Board), proposes to purchase property rights over this property, identified as Board Parcel No. 13848, to accomplish the goals of the Lower Elkhorn Basin Levee Setback Project.

Section 7267.2 of the California Government Code and the California Relocation Assistance and Real Property Acquisition Guidelines require that each property owner from whom the State of California purchases real property, or an interest therein, be provided with a summary of the appraisal of the real property, or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating the real property rights being purchased, unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the pro rata portion of the real property taxes which are allocable to any period subsequent to the passage of title or possession.
2. The State will offer to purchase any remnant(s) considered by the State to be an uneconomical unit(s) which is/are owned by you and which is/are contiguous to the land being conveyed.
3. All buildings, structures, and other improvements affixed to the land described in the referenced document(s) covering this transaction and owned by the Grantor herein are being conveyed unless other disposition of these improvements has been made. The right(s) to be acquired are Fee simple and Easement.
4. The market value of the property rights being purchased is based upon a market value appraisal, which is summarized in the enclosed Appraisal Summary Statement. As full just compensation for the property rights to be acquired, **we offer you \$4,434,200**, as shown on the enclosed Right of Way Contract.

The State's offer:

- a. Represents the full amount of the appraisal of just compensation for the property rights to be purchased;
  - b. Is not less than the approved appraisal of the fair market value of the property as improved;
  - c. Does not reflect any consideration of, or allowance for, any relocation assistance and payments or any other benefits to which you may be entitled; and
  - d. Disregards any decrease or increase in the fair market value of the real property rights to be acquired prior to the date of valuation caused by the public improvement for which the property is to be acquired, or by the likelihood that the property would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant.
5. In accordance with Section 1263.025 of the California Code of Civil Procedure, you are entitled to seek a second opinion on the value of your property and to receive reimbursement of up to \$5,000 to pay for reasonable appraisal costs. In order to be reimbursed, you must sign an Appraisal Costs Reimbursement Agreement and engage an appraiser licensed by the State of California with the Office of Real Estate Appraisers. The appraiser must be either a MAI designated appraiser or hold an equivalent designation recognized by the Appraisal Foundation. For further information on the requirements for reimbursement and to ensure that you are aware of proper procedures, please contact DWR prior to engaging an appraiser. The request for an Appraisal Costs Reimbursement Agreement may be submitted to the Department of Water Resources, Real Estate Branch, Attn: Patrick J. Nolan, 1416 Ninth Street, Room 425, Sacramento, California 95814.
6. The owner of a business conducted on a property to be acquired, or conducted on the remaining property, which will be affected by the purchase of the required property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the Grantor's ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.

Mr. Dan Ramos

AUG 08 2019

Page 3

7. If you ultimately elect to reject the State's offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.

Included as part of this package, you will find the following information relating to this proposed acquisition:

- Appraisal Summary Statement
- Right of Way Contract
- Map of the Proposed Acquisition Area
- Easement Deed
- Grant Deed
- Comparable Sales Data Sheets
- Comparable Sales Map
- Real Estate Branch Property Acquisition Information
- Real Estate Branch Relocation Assistance Program Information

Please date and sign the Deed **exactly** as shown in the designated location and have your signature **notarized**. If needed, a Public Notary can be made available to notarize your signature(s). Also, date and sign **three** copies of the Right of Way Contract and return them with the Deed in the envelope provided. A fully executed copy of the Contract will be forwarded to you at a later date.

If you have any questions or need additional information, you may contact me directly by telephone at (916) 653-5185 or toll free at (800) 600-4397.

Sincerely,



Patrick J. Nolan  
Associate Right of Way Agent

Enclosures

CERTIFIED MAIL



## APPRAISAL SUMMARY STATEMENT

**Parcel No.:** 13848  
**Report No.:** Original  
**Date of Value:** June 20, 2019  
**County:** Yolo  
**Project:** Lower Elkhorn Basin Levee Setback  
**Owner:** Buzz Oates, LLC, a California General Partnership  
**APNs:** 042-290-001, 057-220-006, -007, 057-230-001, -002, -003, 057-240-005, -007, 057-210-001, and -010  
**Property Location:** West of Sacramento River and Old River Road, east of Tule Canal, and south of I-5.  
**Zoning:** A-N (Agricultural Intensive Zone)  
**Present Use:** Irrigated row and field crops, agricultural structures and an accessory single-family residence.  
**Highest and Best Use:** Orchard development, most likely walnut, almond, or pistachio and continued use of the accessory residential and agricultural improvement.  
**Proposed Public Use:** Flood Control

**Area and Property Right to be Acquired:**

261.503 ± ac. in Fee  
 2.21 ± ac. in Easement

**Area of Remainder:** 311.525 ± ac.

**Market Value of Required Property:**

Land Fee Value:	261.503 ± Acres @ \$14,500/acre	=	\$3,791,794
Land Easement Value:	15.16 ± Acres @ \$14,500/acre x 0.80	=	\$175,856
	Total Land		\$3,967,650
Damages to the remaining property due to the State's acquisition and construction are:		=	\$466,477
	Total Acquisition		\$4,434,127
	<b>Rounded to</b>		<b>\$4,434,200</b>

The market value of the property rights being purchased is based upon a market value appraisal prepared in accordance with accepted appraisal procedures. Valuation of your property is based upon an analysis of recent sales of similar property in this locality. Valuation of the land recognizes all factors influencing its current value.

**Total Payment is** **\$4,434,200**

This summary of the amount offered as compensation is presented in compliance with federal and State law and has been derived from a formal appraisal. The value of any property rights retained by the owner which are not now reflected in the appraisal must be deducted from the market value shown above.

Grantor: Buzz Oates, LLC,  
a California General Partnership

Project: Lower Elkhorn Basin Levee Setback

Parcel No.: 13848

## RIGHT OF WAY CONTRACT

Document No. 13848 in the form of a Grant Deed and Easement Deed covering that property particularly described in the above instrument has been executed and delivered to Patrick J. Nolan, Associate Right of Way Agent, for the Sacramento and San Joaquin Drainage District, acting by and through the Central Valley Flood Protection Board of the State of California, hereinafter referred to as STATE.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. a. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve STATE of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- b. STATE requires Parcel No. 13848 for the construction of the Lower Elkhorn Basin Levee Setback Project, a public use for which STATE may exercise the power of eminent domain. GRANTOR is compelled to sell, and STATE is compelled to acquire said Parcel(s).

Both GRANTOR and STATE recognize the expense, time, effort, and risk to both GRANTOR and STATE in determining the compensation for said Parcel(s) by eminent domain litigation; and the compensation set forth herein for said Parcel(s) is in compromise and settlement in lieu of such litigation.

2. STATE shall:
  - a. Pay the sum of \$4,434,200 for the property described in said document to the following title company: First American Title Company for the account of GRANTOR, Escrow No. 4904-5629245 conditioned upon the property vesting in the State of California free and clear of all liens, leases, encumbrances, easements, (recorded and/or unrecorded), assessments, and taxes, except:
    - (1) Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
    - (2) Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
    - (3) Easements or rights of way over said land for public or quasi-public utility or public purposes, if any.
  - b. Pay all expenses incidental to and necessarily incurred for the conveyance of the real property to the STATE, including but not limited to recording fees, title insurance charges, reconveyance fees, trustee's fees, forwarding fees and prepayment penalties.
  - c. Have the authority to deduct and pay from the amount shown on Clause 2.a above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow, and an amount to satisfy the requirements of Section 18662 of the California Revenue and Taxation Code.
  - d. In accordance with Section 18662 of the California Revenue and Taxation Code, GRANTOR hereby acknowledges and understands that an amount equal to 3½ percent of the purchase price in Clause 2.a above may be withheld in escrow for tax purposes.

3. Pursuant to Section 1263.025 of the Civil Code of Procedure, you are entitled to obtain an independent appraisal and to be reimbursed for the actual reasonable cost of the appraisal up to \$5,000 if certain conditions are met. For further information on the requirements for reimbursement, contact Patrick J. Nolan.
4. Title to said property shall pass immediately upon close of escrow. The issuance of any escrow instructions shall be the sole responsibility of STATE.
5. GRANTOR warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and GRANTOR further agrees to protect, defend, indemnify and hold harmless STATE and reimburse STATE for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of GRANTOR for a period exceeding one month, except as may be otherwise provided herein.
6. The undersigned GRANTOR hereby agrees and consents to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waives any and all claims to any money that may now be on deposit in said action.
7. To the best of GRANTOR's knowledge and after reasonable inquiry, GRANTOR represents and warrants the following:

During the GRANTOR's ownership of the property, there have been no disposals, releases, or threatened releases of hazardous substances on, from, or under the property. GRANTOR further represents and warrants that GRANTOR has no knowledge of disposal, release, or threatened release of hazardous substances on, from, or under the property which may have occurred prior to GRANTOR taking title to the property.

There is no pending claim, lawsuit, agency proceeding, or any administrative challenge concerning the presence or use of hazardous substances on the property.

GRANTOR has not used the property for any industrial operations that use hazardous substances. GRANTOR is not aware of any such prior use of the property.

GRANTOR has not installed any underground storage tanks, aboveground storage tanks, barrels, sumps, impoundments or other containers used to contain hazardous substances on any part of the property. GRANTOR is not aware of any such prior installations.

For the purposes of this paragraph, the term "hazardous substances" shall mean any substance which at any time shall be listed as "hazardous" or "toxic" in the regulations implementing the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 USC §6901, et seq.), or other federal or State law, or any other substance, chemical, material or waste product whose presence, nature or quality is potentially injurious to the public health, safety, welfare, the environment or the property. The term "reasonable inquiry" shall mean a thorough examination of the property and all records of the property, and any examination that GRANTOR was legally obligated to conduct as a result of any judicial or administrative order, or federal or State law.

The acquisition price of the property being acquired reflects the fair market value of the property without the presence of hazardous substances. If the property being acquired is found to be contaminated by a hazardous substance which may require remediation under federal or State law, STATE may elect to recover its clean-up costs from those who caused or contributed to the contamination.

8. This contract may be modified, changed, or rescinded only by an instrument in writing executed by the parties hereto.
9. STATE's obligation to consummate the purchase of the property is subject to the completion and approval by the STATE (which completion will not be unreasonably delayed and approval will not be unreasonably withheld) of a Phase I – Environmental Assessment Report which concludes that the assessment has revealed no evidence of any recognized adverse environmental conditions, including but not limited to the presence of hazardous material in connection with the property. STATE may, at its own discretion, waive this condition in writing.

10. It is agreed that STATE shall have immediate possession and use of the subject lands effective as of the date this contract is accepted by STATE.
11. This transaction is subject to the approval of the Department of General Services.
12. The parties agree that the GRANTOR shall have a Right of First Negotiation at Fair Market Value (RFN), if and when the STATE elects to sell any remainder parcel(s).

STATE will notify GRANTOR in writing of its desire to sell any remainder parcel(s). GRANTOR shall have fifteen (15) business days from the receipt of STATE's notice to respond in writing to its intent to enter negotiations with STATE. Should GRANTOR elect not to respond in writing within the fifteen (15) day notice period or respond of its intent to not enter into negotiations with STATE, then the GRANTOR'S RFN shall forever terminate and STATE may negotiate with any other party without further obligation to GRANTOR.

If GRANTOR provides timely notice and elects to exercise its RFN, then GRANTOR and STATE shall enter into exclusive good faith negotiations within thirty (30) days of GRANTOR's receipt of STATE's notice. The negotiation shall extend for a period of six (6) months from GRANTOR's receipt of STATE's notice. Any contract of sale between the parties shall include a requirement to close escrow within a six (6) month period of obtaining a fully executed and approved contract and that this period shall in any event not extend beyond one (1) year of the GRANTOR's receipt of STATE's notice date.

Should the parties fail to reach an agreement within the above-mentioned negotiation period, then the GRANTOR's RFN shall forever terminate and STATE may negotiate with any other party without further obligation to GRANTOR.

The foregoing representations and warranties shall survive the close of escrow and shall remain in full force and effect for the duration of this easement and shall accrue for the benefit of STATE and its successors and assigns.

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN SHALL BE RECOGNIZED.

IN WITNESS WHEREOF, the parties have executed this contract.

GRANTOR(S): Buzz Oates, LLC, a California General Partnership

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

#### CONSENT OF TENANTS

We, the Tenants of land described in this contract and/or said deed under lease with lessor, whose name is subscribed to this contract as Grantor, do hereby consent to the execution of said contract and agree that all money payable shall be paid to said Grantor as herein set forth.

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT  
acting by and through the California Natural Resources Agency  
of the State of California

#### APPROVAL RECOMMENDED:

\_\_\_\_\_  
Patrick J. Nolan  
Associate Right of Way Agent  
Date

\_\_\_\_\_  
Matthew DeGroot  
Senior Right of Way Agent  
Date

\_\_\_\_\_  
Linus Paulus, Chief  
Acquisition and Appraisal Section  
Date

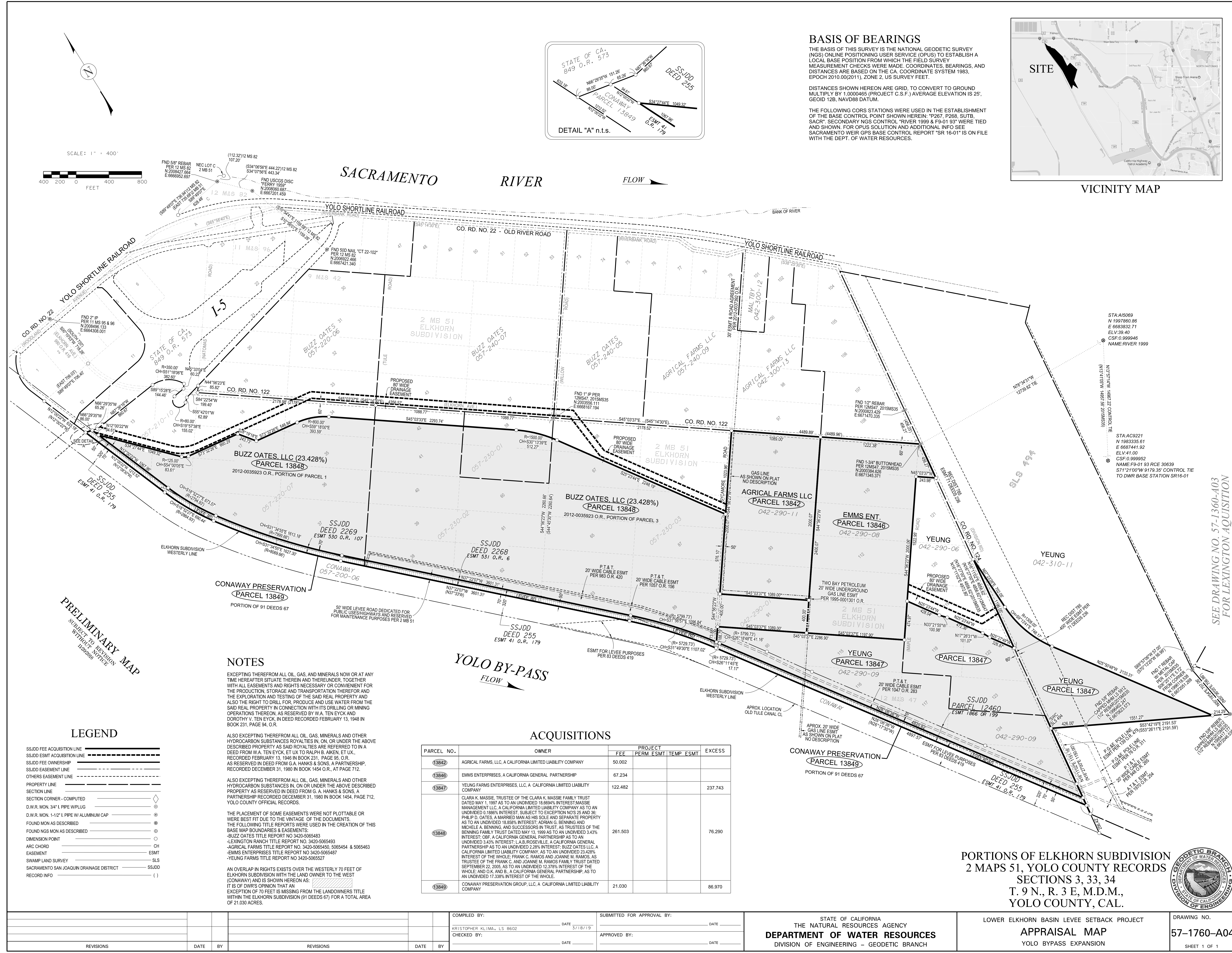
\_\_\_\_\_  
Angelica Aguilar, Chief  
Real Estate Branch  
Date

#### APPROVED:

\_\_\_\_\_  
Jeanne M. Kuttel, Chief  
Division of Engineering

Date: \_\_\_\_\_



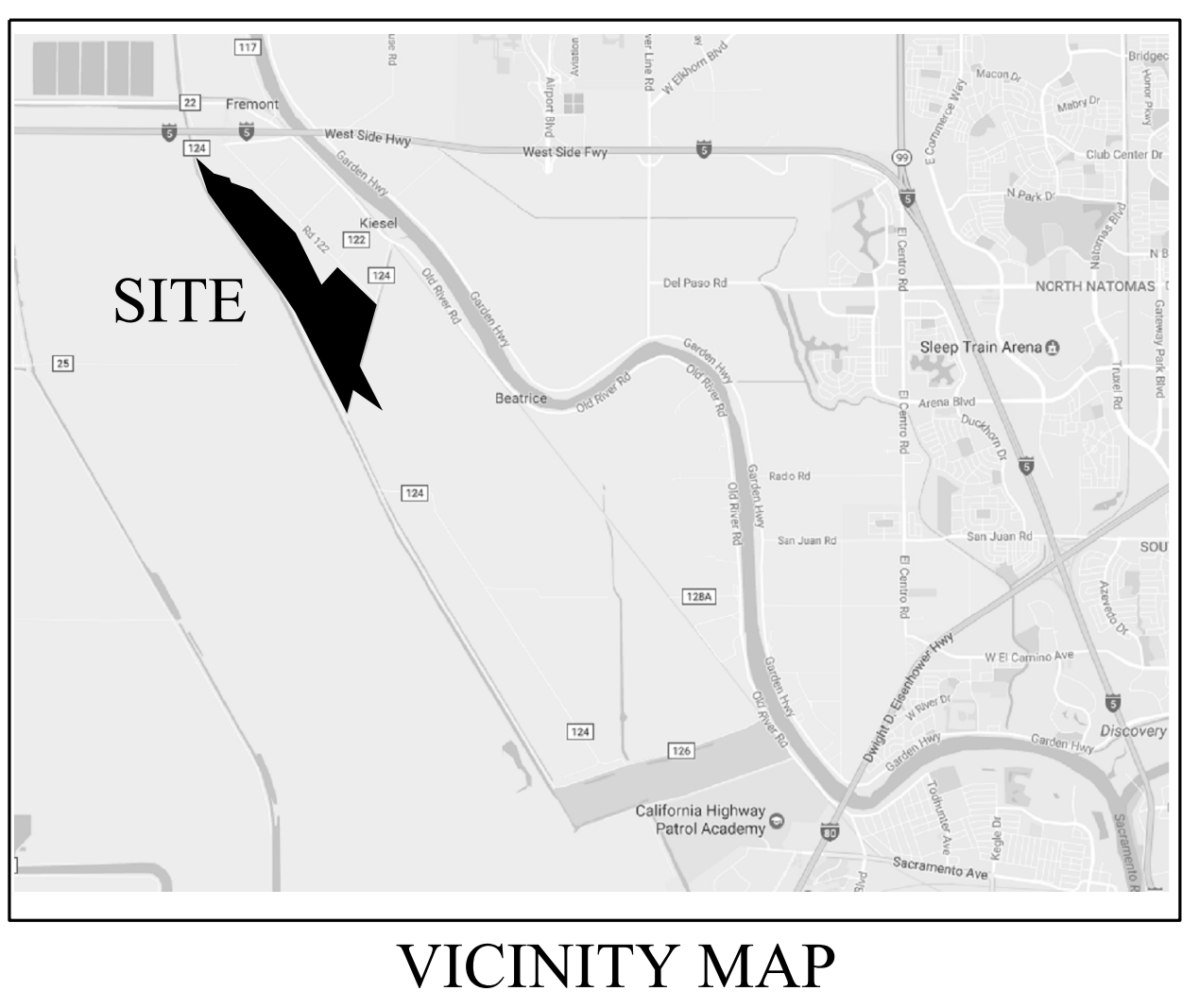


BASIS OF BEARINGS

THE BASIS OF THIS SURVEY IS THE NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SERVICE (OPUS) TO ESTABLISH A LOCAL BASE POSITION FROM WHICH THE FIELD SURVEY MEASUREMENT CHECKS WERE MADE. COORDINATES, BEARINGS, AND DISTANCES ARE BASED ON THE CA COORDINATE SYSTEM 1983, EPOCH 2010.00(2011), ZONE 2, US SURVEY FEET.

DISTANCES SHOWN HEREON ARE GRID. TO CONVERT TO GROUND MULTIPLY BY 1.0000465 (PROJECT C.S.F.) AVERAGE ELEVATION IS 25', GEOID 12B, NAVD88 DATUM.

THE FOLLOWING CORS STATIONS WERE USED IN THE ESTABLISHMENT OF THE BASE CONTROL POINT SHOWN HEREIN: "P267, P268, SUBT, SACR". SECONDARY NGS CONTROL "RIVER 1999 & F9-01 93" WERE TIED AND SHOWN. FOR OPUS SOLUTION AND ADDITIONAL INFO SEE SACRAMENTO WEIR GPS BASE CONTROL REPORT "SR 16-01" IS ON FILE WITH THE DEPT. OF WATER RESOURCES.



VICINITY MAP

NOTES

EXCEPTING THEREFROM ALL OIL, GAS, AND MINERALS NOW OR AT ANY TIME HEREFTER SITUATE THEREIN AND THEREUNDER, TOGETHER WITH ALL EASEMENTS AND RIGHTS NECESSARY OR CONVENIENT FOR THE PRODUCTION, STORAGE AND TRANSPORTATION THEREOF AND THE EXPLORATION AND TESTING OF THE SAID REAL PROPERTY AND ALSO THE RIGHT TO DRILL FOR, PRODUCE AND USE WATER FROM THE SAID REAL PROPERTY IN CONNECTION WITH ITS DRILLING OR MINING OPERATIONS THEREON, AS RESERVED BY W.A. TEN EYCK AND DOROTHY V. TEN EYCK, IN DEED RECORDED FEBRUARY 13, 1948 IN BOOK 231, PAGE 94, O.R.

ALSO EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN, ON OR UNDER THE ABOVE DESCRIBED PROPERTY AS RESERVED IN DEED FROM G. A. HANKS & SONS, A PARTNERSHIP RECORDED DECEMBER 31, 1980 IN BOOK 1454, PAGE 712, YOLO COUNTY OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN, ON OR UNDER THE ABOVE DESCRIBED PROPERTY AS RESERVED IN DEED FROM G. A. HANKS & SONS, A PARTNERSHIP RECORDED DECEMBER 31, 1980 IN BOOK 1454, PAGE 712, YOLO COUNTY OFFICIAL RECORDS.

THE PLACEMENT OF SOME EASEMENTS WERE NOT PLOTTABLE OR WERE BEST FIT DUE TO THE VINTAGE OF THE DOCUMENTS. THE FOLLOWING TITLE REPORTS WERE USED IN THE CREATION OF THIS BASE MAP BOUNDARIES & EASEMENTS:

- BUZZ OATES TITLE REPORT NO. 3420-5065483
- LEXINGTON RANCH TITLE REPORT NO. 3420-5065493
- AGRICULTURAL FARMS TITLE REPORT NO. 3420-5065450, 5065454 & 5065463
- EMMS ENTERPRISES TITLE REPORT NO. 3420-5065487
- YEUNG FARMS TITLE REPORT NO. 3420-5065527

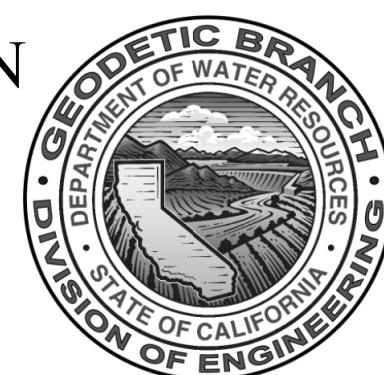
AN OVERLAP IN RIGHTS EXISTS OVER THE WESTERLY 70 FEET OF ELKHORN SUBDIVISION WITH THE LAND OWNER TO THE WEST (CONWAY) AND IS SHOWN HEREON AS:

IT IS OF DWR'S OPINION THAT AN EXCEPTION OF 70 FEET IS MISSING FROM THE LANDOWNERS TITLE WITHIN THE ELKHORN SUBDIVISION (91 DEEDS 67) FOR A TOTAL AREA OF 21.030 ACRES.

ACQUISITIONS

PARCEL NO.	OWNER	PROJECT				EXCESS
		FEE	PERM	ESMT	TEMP ESMT	
13842	AGRICULTURAL FARMS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY	50.002				
13846	EMMS ENTERPRISES, A CALIFORNIA GENERAL PARTNERSHIP	67.234				
13847	YEUNG FARMS ENTERPRISES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY	122.482				237.743
13848	CLARA K. MASSIE, TRUSTEE OF THE CLARA K. MASSIE FAMILY TRUST DATED MAY 1, 1997 AS TO AN UNDIVIDED 18.6694% INTEREST; MASSIE MANAGEMENT LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AS TO AN UNDIVIDED 0.1889% INTEREST; SUBJECT TO EXCEPTION NPS 25 AND 26; PHILIP D. OATES, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AS TO AN UNDIVIDED 18.355% INTEREST; ADRIAN G. BENNING AND MICHELLE A. BENNING, AND SUCCESSORS IN TRUST, AS TRUSTEES OF THE BENNING FAMILY TRUST DATED MAY 13, 1999 AS TO AN UNDIVIDED 3.43% INTEREST; ORF, A CALIFORNIA GENERAL PARTNERSHIP AS TO AN UNDIVIDED 3.43% INTEREST; L.A.B. ROSEVILLE, A CALIFORNIA GENERAL PARTNERSHIP AS TO AN UNDIVIDED 2.28% INTEREST; BUZZ OATES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 23.428% INTEREST OF THE WHOLE; FRANK C. RAMOS AND JOANNE M. RAMOS, AS TRUSTEES OF THE FRANK C. AND JOANNE M. RAMOS FAMILY TRUST DATED SEPTEMBER 22, 2005, AS TO AN UNDIVIDED 12.378% INTEREST OF THE WHOLE; AND D.K. AND B. A CALIFORNIA GENERAL PARTNERSHIP, AS TO AN UNDIVIDED 17.338% INTEREST OF THE WHOLE.	261.503				76.290
13849	CONWAY PRESERVATION GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY	21.030				86.970

PORTIONS OF ELKHORN SUBDIVISION  
2 MAPS 51, YOLO COUNTY RECORDS  
SECTIONS 3, 33, 34  
T. 9 N., R. 3 E, M.D.M.,  
YOLO COUNTY, CAL.



LEGEND

SSJDD FEE ACQUISITION LINE	---
SSJDD ESMT ACQUISITION LINE	---
SSJDD FEE OWNERSHIP	---
SSJDD EASEMENT LINE	---
OTHERS EASEMENT LINE	---
PROPERTY LINE	---
SECTION LINE	---
SECTION CORNER - COMPUTED	⬠
D.W.R. MON. 3/4" I. PIPE W/ALUMINUM CAP	⊙
D.W.R. MON. 1-1/2" I. PIPE W/ ALUMINUM CAP	⊙
FOUND MON AS DESCRIBED	⊙
FOUND NGS MON AS DESCRIBED	⊙
DIMENSION POINT	⊙
ARC CHORD	CH
EASEMENT	ESMT
SWAMP LAND SURVEY	SLS
SACRAMENTO SAN JOAQUIN DRAINAGE DISTRICT	SSJDD
RECORD INFO	( )

REVISIONS		DATE	BY	REVISIONS	DATE	BY

COMPILED BY:	DATE	SUBMITTED FOR APPROVAL BY:	DATE
KRISTOPHER KLIMA, LS 8602	3/18/19		
CHECKED BY:	DATE	APPROVED BY:	DATE

STATE OF CALIFORNIA THE NATURAL RESOURCES AGENCY DEPARTMENT OF WATER RESOURCES DIVISION OF ENGINEERING - GEODETIC BRANCH	LOWER ELKHORN BASIN LEVEE SETBACK PROJECT APPRAISAL MAP YOLO BYPASS EXPANSION	DRAWING NO. 57-1760-A04 SHEET 1 OF 1
-----------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------	--------------------------------------------

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

**DEPARTMENT OF WATER RESOURCES**

Division of Engineering  
Real Estate Branch  
1416 9<sup>th</sup> Street, Room 425  
Sacramento, CA 95814

SPACE ABOVE THE LINE FOR RECORDER'S USE

057-210-010, 057-220-007, 057-230-001 & 002,  
057-230-003, 042-290-001

**GRANT DEED**

Project LOWER ELKHORN BASIN LEVEE SETBACK  
YOLO BYPASS

Parcel No. 13848 (LEB-03)  
57-1760-A04

**CLARA K. MASSIE, TRUSTEE OF THE CLARA K. MASSIE FAMILY TRUST DATED MAY 1, 1997 AS TO AN UNDIVIDED 18.6694% INTEREST; MASSIE MANAGEMENT LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AS TO AN UNDIVIDED 0.1886% INTEREST; PHILIP D. OATES, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AS TO AN UNDIVIDED 18.858% INTEREST; ADRIAN G. BENNING AND MICHELE A. BENNING, AND SUCCESSORS IN TRUST, AS TRUSTEES OF THE BENNING FAMILY TRUST DATED MAY 13, 1999 AS TO AN UNDIVIDED 3.43% INTEREST; OBF, A CALIFORNIA GENERAL PARTNERSHIP AS TO AN UNDIVIDED 3.43% INTEREST; L.A.B./ROSEVILLE, A CALIFORNIA GENERAL PARTNERSHIP AS TO AN UNDIVIDED 2.28% INTEREST; BUZZ OATES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 23.428% INTEREST OF THE WHOLE; FRANK C. RAMOS AND JOANNE M. RAMOS, AS TRUSTEE OF THE FRANK C. AND JOANNE M. RAMOS FAMILY TRUST DATED SEPTEMBER 22, 2005, AS TO AN UNDIVIDED 12.378% INTEREST OF THE WHOLE; AND O.K. AND B., A CALIFORNIA GENERAL PARTNERSHIP, AS TO AN UNDIVIDED 17.338% INTEREST OF THE WHOLE,** organized and existing under and by virtue of the laws of the State of California does hereby GRANT to the SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT, acting by and through THE CENTRAL VALLEY FLOOD PROTECTION BOARD of the STATE OF CALIFORNIA, a public agency, herein after called "GRANTEE", all that real property in the County of Yolo, State of California, described as follows:

See Exhibit "A" attached hereto and made a part hereof



## EXHIBIT "A"

All that real property being portions of protracted Township 9 North, Range 3 East, and Township 10 North, Range 3 East, M.D.M., County of Yolo, State of California, being Lots 16, 15, 35, 36, 37, 41, 40, 39, 38, 59, 60, 61, 62, 67, 66, 65, 64, 63, 87, 88, 89 and portions of Lots 12, 13, 14, 17, 34, 42, 58, 68, 85 and 86 as said lots are shown on the map of ELKHORN SUBDIVISION filed on February 6, 1912 in Book 2 of Maps, page 51, Official Records of Yolo County and also described as portions of PARCEL ONE and PARCEL THREE under EXHIBIT "A" in the GRANT DEED recorded October 31, 2012 as DOC-2012-0035923, Official Records of Yolo County, described as follows:

### **PARCEL 13848**

COMMENCING at the intersection of Elkhorn Avenue (also known as County Road 122) and said Division Road (also known as County Road 124) as shown on said 2 Maps 51 and being a found 1-3/4 inch Buttonhead, as said Buttonhead is shown on Book 2015 of Maps, Page 35, Official Records of said County, from which a found 1 inch iron pipe located at the intersection of said Elkhorn Avenue and Willow Road as intersection is shown on said 2 Maps 51 and said 1 inch iron pipe is shown on said 2015 Maps 35 bears North 45°03'37" West 4489.89 feet; Thence along the centerline of said Elkhorn Avenue North 45°03'37" West 2311.37 feet to the intersection of said Elkhorn Avenue and Sycamore Road as said intersection is shown on said 2 Maps 51; Thence leaving the centerline of said Elkhorn Avenue and along the centerline of said Sycamore Road South 44°56'23" West 1023.96 feet to the Point of Beginning;

Thence from said POINT of BEGINNING continuing along last said centerline South 44°56'23" West 976.10 feet to the most northerly corner of said Lot 91;

Thence leaving last said centerline and along the northeasterly, southeasterly and southwesterly lines of said Lot 91 the following three (3) courses:

- 1) South 45°03'37" East 1089.00 feet;
- 2) South 44°56'24" West 400.00 feet; and
- 3) North 45°03'37" West 1089.00 feet to last said centerline;

Thence leaving last said southeasterly line and along the centerline of said Sycamore Avenue South 44°56'23" West 262.67 feet to the westerly subdivision line of said 2 Maps 51;

Thence northwesterly along said subdivision line to the southerly right-of-way line of Interstate 5 as described in Book 849, Page 573 Official Records of Yolo County;

Thence along said southerly right-of-way line South 66°29'35" East 86.00 feet;


Thence leaving said southerly line along the following ten (10) courses:

- 1) South 12°00'22" East 94.61 feet;
- 2) South 34°27'44" East 1049.32 feet to a point on a curve to the left;
- 3) Along a curve to the left with a radius of 125.00 feet, having a chord bearing of South 54°00'05" East 83.61 feet;
- 4) South 73°32'26" East 660.29 feet;
- 5) South 28°19'18" East 243.73 feet;
- 6) South 73°32'26" East 546.84 feet to a point on a curve to the right;

- 7) Along a curve to the right with a radius of 800.00 feet, having a chord bearing of South 59°18'00" East 393.59 feet;
- 8) South 45°03'33" East 2293.74 feet to a point on a curve to the right;
- 9) Along a curve to the right with a radius of 1500.00 feet, having a chord bearing of South 30°13'39" East 512.27 feet;
- 10) South 25°23'44" East 2248.19 feet to the point of beginning of this description.

EXCEPTING THEREFROM those portions of lands as described in 91 of Deeds, page 67, Official Records of Yolo County.

Containing 261.503 acres, more or less.

  
KRISTOPHER KLIMA, PLS

8/6/19



State of California  
The Resources Agency  
Department of Water Resources  
**THE CENTRAL VALLEY FLOOD PROTECTION BOARD**

Grantor, for himself, his successors and assigns, hereby waives any claims for any and all damages which will accrue to the remaining property of grantor by reason of its severance from that portion granted herein and the construction of the improvement in the manner presently proposed.

Executed on \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GRANTOR(S)**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

SS

County of \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_

personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

**(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)**

This is To Certify, That the real property or interests therein described in the within deed to the SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT, acting by and through The Central Valley Flood Protection Board of the State of California, a public agency, is hereby accepted on behalf of the grantee.

Dated \_\_\_\_\_, 20\_\_\_\_.

THE CENTRAL VALLEY FLOOD PROTECTION BOARD

By \_\_\_\_\_

\_\_\_\_\_  
(Title)  
DEPARTMENT OF WATER RESOURCES

## EXHIBIT A

All that real property being portions of protracted Township 9 North, Range 3 East, M.D.M., County of Yolo, State of California, being portions of Lots 12, 13, 14, 17, 18, 33, 34, 43, 57, 67, 68, 69, 85 and 86 as said Lots are shown on the map of ELKHORN SUBDIVISION filed on February 6, 1912 in Book 2 of Maps, Page 51, Official Records of Yolo County described as follows:

### **PARCEL 13848**

#### **UNIT A**

A strip of land 80.00 feet wide in width lying 40.00 feet left and 40.00 feet right, measured at right angles, on each side of the following described line:

COMMENCING at a found 1/2" rebar located near the northeasterly corner of Lot 108 on the centerline of Division Road (also known as County Road 124, 60.00 feet wide), as shown on Book 12 of Maps & Surveys, Page 47 Official Records of Yolo County; Thence South 16°11'02" West 456.21 feet to a 1-3/4 inch Buttonhead at the intersection of Elkhorn Avenue (also known as County Road 122, 60.00 feet wide) and said Division Road as shown on said map, from which a found 1" iron pipe at the intersection of said Elkhorn Avenue and Willow Road (also known as County Road 119, 50.00 feet wide) bears North 45°03'37" West 4489.89 feet;

thence leaving last said centerline and along the centerline of said Elkhorn Avenue

North 45°03'37" West 2311.38 feet to the intersection of Sycamore Road (also known as County Road 120, 50.00 feet wide), as shown on said map;

thence leaving last said centerline and along the centerline of said Sycamore Road

South 44°56'23" West 944.32 feet to the point of beginning;

THENCE FROM SAID POINT OF BEGINNING leaving last centerline and along said 80.00 foot wide centerline the following of six (6) courses:

- 1) North 25°23'44" West 1651.52 feet;
- 2) North 3°19'24" East 613.38 feet;
- 3) North 45°03'30" West 3185.89 feet;
- 4) North 73°32'26" West 1527.53 feet to a curve to the right having a radius of 479.00 feet;
- 5) Along said curve through a central angle of 39°04'42" a distance of 326.70 feet; and
- 6) North 34°27'44" West 949.73 feet to the southerly line of the parcel of land described in the deed record March 9, 1967 in Book 849 of Official Records, page 573 official records of said county.

Sidelines of strip to be shortened and/or lengthened to extend from the southeasterly line of said Lot 86 to last said southerly line.

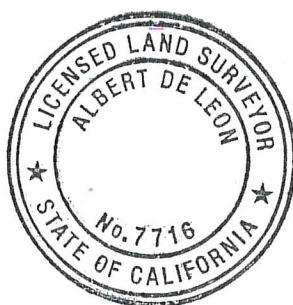
Containing 15.16 acres, more or less.

Bearings and distances used in the above description are based on the California Coordinate System, CCS83 Epoch 2010.00(2011), Zone 2, US Survey Feet. The above distances are grid, to convert to Ground multiply by 1.0000465 (PROJECT C.S.F.).

Albert De Leon

Albert De Leon LS 7716

August 6, 2019







# DEPARTMENT OF WATER RESOURCES

## Real Estate Branch Property Acquisition Information

---





The property acquisition information shown below is for informational purposes only. It is not intended to give a complete statement of all State or federal laws and regulations pertaining to the purchase of property for public use, the relocation assistance program, legal definitions, or to provide any form of legal advice. Property owners are encouraged to consult their own counsel for advice and guidance.

## **INTRODUCTION**

This information has been prepared by the State of California, Department of Water Resources (DWR) for you as a property owner whose property may be affected by a proposed DWR project related to the State Water Project (SWP) or a flood control project of the Central Valley Flood Protection Board (CVFPB). If you own or have a leasehold interest in property that is involved, you may have wondered what will happen. Who will contact you? How much will you be paid for the portion of your property needed for the project? Who will pay for any associated transfer or escrow fees? If, because of the project, you must move, who will pay your moving costs? If you need to find another place to live, will DWR State help you? Important questions like these require specific answers. We hope this information will answer some of your questions and present a clear picture of overall procedures.

The information below discusses many important features contained in the California [Relocation Assistance and Real Property Acquisitions Guidelines](#) found in Title 25, Division 1, Chapter 6, Subchapter 1 of the California Code of Regulations. It also gives general information about public acquisition of real property that should be useful to you. If you have been notified that a portion of your property will be required for a SWP or CVFPB project, it is important that you learn your rights.

If you have more questions about the acquisition of property rights for a SWP or CVFPB project, please discuss them with the DWR agent assigned to your case.

## **WHAT ARE THE STATE WATER PROJECT AND THE CENTRAL VALLEY FLOOD PROTECTION BOARD AND WHY ARE THEY NECESSARY?**

Historically, the Great Central Valley suffered ravaging floods, sometimes creating an inland sea that stretched from Redding in the north to Bakersfield in the south. The Reclamation Board (now the CVFPB) was created by the Legislature to provide a coordinated and balanced effort by the State to control and divert these flood waters through the construction of bypasses and levee systems on the major waterways in the Central Valley. This work continues.

California has also faced growing overall water supply deficits for many years. One of the major reasons is that about 70 percent of the state's total water flow occurs north of Sacramento during winter, while 80 percent of the water use demand is in the southern part of the state during the rest of the year. To help solve some of this problem, the SWP was initiated in 1951 to capture and transport a portion of the flood water to areas of demand. Construction of the initial facilities began in 1957, and construction of new facilities continues.

## **SOME GENERAL QUESTIONS**

### **WHAT RIGHT DOES DWR HAVE TO ACQUIRE A PROPERTY?**

Our Federal and State Constitutions recognize the need for public agencies to acquire private property for public use and provide appropriate safeguards to accomplish this purpose. The rights of all property owners are protected by the Fifth and Fourteenth Amendments to the U.S. Constitution, the California State Constitution, and subsequent federal and state laws, most notably the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. These laws require (among other things) that any public agency, including DWR, acquiring private property under threat of eminent domain, or "condemnation," must pay "just compensation" to a property owner for the rights acquired.

### **HOW MUCH OF A PROPERTY CAN DWR ACQUIRE?**

DWR is prevented by law from acquiring more property (or property rights, as the case may be) than what is reasonably needed for the project. Sometimes the project may require only a temporary right on a portion of a property; sometimes, a permanent easement on a portion of a property; sometimes, the project may require total ownership of a portion of a property; and, sometimes, the project may require total ownership of an entire property.

### **WHO MAKES THE DECISION TO ACQUIRE A PROPERTY?**

The responsibility for studying the potential sites for a project rests with a team of specially trained individuals selected to do this important job. Many months, even years, are spent in preliminary study and investigation to consider possible locations for a project. Consideration of the environmental and social effect is as much a part of location determination as engineering and cost.

Complete environmental analysis must be performed to identify sensitive habitats, cultural and archaeological resources, and endangered plant and animal species. These studies are melded with analyses and recommendations of project engineers, surveyors, real estate specialists, geologists, hydrologists, economists, planners and others to identify the best feasible location and way to build the project, with due consideration given to property lines, land uses, and ownerships. Participation by private citizens and other public agencies is actively sought during the study process so that various views can be considered. The process includes public hearings and input, which give the general public an opportunity to express their views on the locations being considered.

The final determination to proceed with a project, and the selection of the location of the project, is made by DWR after a thorough review of all of these factors.

The acquisition agent assigned the case should be able to answer any questions about the project or the selection of the property proposed to be acquired for the project.

### **HOW DOES DWR DETERMINE HOW MUCH IT WILL OFFER FOR A PROPERTY?**

DWR performs a Fair Market Value Appraisal to determine the amount of just compensation. Appraisal and purchase of properties needed for a SWP or CVFPB projects are the responsibility of DWR as the State and public agency responsible for the project. An appraiser will inspect the property and examine all of the features which contribute to its value. Information about improvements made and any other special attributes which may increase the value of the property should be given to the appraiser to ensure a fair value is assigned. The appraiser also seeks relevant data from many other sources to compare the property to other sales of similar properties in order to form an opinion of fair market value.

DWR also provides a Relocation Assistance Program for businesses and people who are displaced because of the project.

### **WHAT IS "FAIR MARKET VALUE"?**

The fair market value of the property acquired is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

### **HOW DOES AN APPRAISER DETERMINE THE FAIR MARKET VALUE OF A PROPERTY?**

Each parcel of real estate is unique. Therefore, no single formula can be devised to appraise all properties. Factors typically considered in estimating the value of real property include, but are not limited to, zoning, highest and best use, size, shape, soil type, topography, and location.

Other areas of evaluation include:

- How it compares with similar properties in the area that have been sold recently.
- How much it would cost to reproduce the structures or facilities acquired with the land, less any depreciation.
- How much rental or other income it could produce.

### **DOES THE LANDOWNER HAVE AN OPPORTUNITY TO TALK TO THE APPRAISER?**

Yes. The property owner will be contacted and given the opportunity to accompany the appraiser on his or her inspection of the property and may inform the appraiser of any special features which may add to the value to the property.

**It is in the best interest of the property owner to provide the appraiser with all useful information in order to insure that nothing of allowable value is overlooked.** If the property owner is unable to meet with the appraiser, they may wish to have a person who is familiar with the property represent them.

### **WHAT IS "JUST COMPENSATION"?**

The fair market value of a property is generally considered to be "just compensation." "Just compensation" means not only "just" to the owner or lessee of the property, but also "just" to the public, who must pay the compensation. Please note that fair market value does not take into account intangible elements such as sentimental value (which is legally non-compensable), loss of business good will (which the business owner must assert and show), loss of potential business profits, or any special value that the property may have for the owner or DWR. DWR cannot make an offer to buy the property for more than it's worth.

## **IS A PROPERTY OWNER ENTITLED TO OBTAIN AN INDEPENDENT APPRAISAL?**

In accordance with Section 1263.025 of the California Code of Civil Procedure, if the State offers to purchase property under the threat of condemnation, the property owner is entitled to seek a second opinion on the value of the property and to receive reimbursement of up to \$5,000 to pay for reasonable appraisal costs. In order to be reimbursed, the property owner must sign an Appraisal Costs Reimbursement Agreement and engage an appraiser licensed by the State of California with the Office of Real Estate Appraisers. The appraiser must be either a MAI designated appraiser or hold an equivalent designation recognized by the Appraisal Foundation.

For further information on the requirements for reimbursement and to ensure that you are aware of proper procedures, please contact DWR prior to engaging an appraiser. The request for an Appraisal Costs Reimbursement Agreement may be submitted to the Department of Water Resources, Real Estate Branch, 1416 Ninth Street, Room 425, Sacramento, California 95814.

## **WILL THERE BE PAYMENT FOR ANY LOSS IN VALUE TO THE REMAINING PROPERTY?**

If the purchase of only a part of the property reduces the unit value of the remaining property, payment will be made for the loss in value to the remainder. Also, if any remaining property would have little or no utility or value, DWR may offer to purchase the remaining property as an uneconomic remainder property to avoid a continuing burden of ownership.

## **WHEN WILL A FIRST WRITTEN OFFER BE PROVIDED?**

After the appraisal is reviewed and approved by DWR, an acquisition agent will contact the property owner with a First Written Offer to purchase the property rights required for the project. Included in the offer will be an "Appraisal Summary Statement" showing the basis for the offer.

Negotiations for the purchase of the required property will not take place before this offer is made.

## **ARE THERE ADVANTAGES TO VOLUNTARILY SELLING PROPERTY TO DWR?**

Yes. A real estate purchase by DWR is handled in the same manner as any private sale of property. However, there can be financial advantages in selling to DWR. Property owners will receive the fair market value of the property in cash. Nothing will be deducted for real estate commissions, title costs, preparation of documents, title policy or recording fees required in closing the sale. The State will pay these expenses.

**Note:** This does not remove the responsibility a property owner may have for existing mortgages, liens, taxes, and other such encumbrances on the property at the time of DWR's acquisition.

## **CAN SOMEONE REPRESENT THE PROPERTY OWNER DURING NEGOTIATIONS?**

Yes. If a property owner would like to be represented during negotiations, please inform the acquisition agent assigned the case. However, DWR will not pay any representation fees or costs of negotiation.

## **CAN A PROPERTY OWNER KEEP AND MOVE THEIR HOUSE, BUSINESS, BUILDING AND MACHINERY, AND EQUIPMENT?**

The acquisition or relocation agent assigned to acquire the necessary property rights will help determine whether a house can or should be moved to another location. In the rare case where the house is movable and the property owner wishes to make such arrangements, the State will pay the fair market value of the land required, plus the reasonable cost of moving the house. There are cases, because of age, size or condition of the house where the cost of moving it is not feasible.

If a property owner operates a business on the property acquired, they may wish to keep and move fixed machinery and equipment. You may do so if the cost (based on a moving estimate) is not greater than the value of the item. If you keep the machinery and equipment, the State can only pay the lesser of the two amounts. Additionally, as an owner of a business conducted on the property to be purchased, you may be entitled to compensation for the loss of goodwill.

If any of these concepts are applicable to your situation, they will be explained fully by the agent assigned to purchase your property.

## **DOES THE PROPERTY OWNER HAVE TIME TO SELECT ANOTHER HOUSE AFTER DWR ACQUIRES THE PROPERTY?**

DWR starts to appraise properties early enough so that property owners have ample time to move prior to project construction. Like any other real estate transaction, it takes approximately two months or longer to close escrow after the right-of-way contract and deed have been signed. You will not be required to move until after escrow has closed and reasonable replacement housing is made available.

If the property owner does not want to buy another house right away, DWR may acquire the property, and the property owner may, depending on the construction schedule, rent the house back from DWR on a temporary basis. It is in the property owner's best interest, however, to look for new housing as soon as possible as renting from DWR cannot be guaranteed. Finding suitable housing before being required to move may minimize personal inconveniences and may help to avoid having to make a choice under pressure.

If the property owner wishes, DWR will, at no cost, provide assistance in finding a new house. Also, DWR must give the property owner at least a 90-day written notice before asking a property owner to move.

#### **WHAT HAPPENS TO AN EXISTING LOAN ON AN ACQUIRED PROPERTY?**

After DWR and the property owner have agreed upon a price, a DWR representative will contact all other parties having an interest in the property. As in any other real estate transaction, payment to satisfy outstanding loans or liens will be made during the escrow closing process.

#### **WHAT WILL HAPPEN TO MY GI OR CAL-VET LOAN?**

The Veterans Administration and the California Department of Veterans Affairs allow your veteran loan privileges to be transferred and to become available for coverage on another property.

A DWR representative will assist the property owner; however, it is to the owner's benefit, and their responsibility to check with the Veterans Administration or the California Department of Veterans Affairs for procedural instructions.

#### **MUST A PROPERTY OWNER ACCEPT DWR'S OFFER?**

No. The property owner is entitled to present to the State verifiable evidence as to the amount they believe to be fair market value of the property rights required for construction, and to make suggestions for changing the terms and conditions of DWR's offer. DWR will consider all evidence and suggestions, and if the information presented is justifiable; an adjustment in DWR's offer may be made.

#### **WHAT HAPPENS IF THE PROPERTY OWNER DOES NOT ACCEPT THE DWR'S OFFER?**

A property owner's rights are guaranteed by the Federal and State Constitutions and other applicable state laws. The principal right is that just compensation must be paid for the property rights required. Sometimes when private property is required for public purposes, and the property owner and DWR cannot agree on the terms of sale, the property must be acquired through an eminent domain or "condemnation" proceeding. In cases where this occurs, a decision in court may be necessary; however, it is our earnest hope to avoid such a proceeding which may include additional time and cost to all parties involved.

In order to initiate condemnation, DWR must obtain a Resolution of Necessity from a governing body. For SWP projects, the governing body is the California Water Commission, and for flood control projects it's the CVFPB. A property owner will be given an opportunity to appear before the Commission/Board to question whether public interest, necessity, planning, and location of the proposed project necessitate the acquisition of the property. Under current California law, neither the Commission nor the Board can hear or consider arguments regarding valuation; those issues must be addressed by the courts.

Upon adoption of a "Resolution of Necessity" by the Commission/Board, the appropriate condemnation suit documents will be prepared by the State (Department of Justice) and filed with the court in the county where the property is located.

It is highly recommended that you consult with your attorney regarding these legal matters.

#### **WHAT HAPPENS IN A CONDEMNATION TRIAL?**

The main purpose of the trial is to determine the amount of just compensation. Usually the trial is conducted before a judge and jury. In some cases, the judge will decide the amount of just compensation. Both the defendant (property owner) and the plaintiff (State/DWR) will have the opportunity to present evidence to the court for consideration.

It is highly recommended that you consult with your attorney regarding these legal matters.

#### **WHO PAYS THE CONDEMNATION TRIAL COST?**

The plaintiff (DWR) pays the costs of its attorney and expert witnesses (i.e., engineering and appraisal). In addition, plaintiff (DWR) will pay the jury fees and certain incidental costs of the defendant which is determined by law to be allowable costs. The fee for filing your answer with the court is an example of such costs.



**IF A PROPERTY OWNER WISHES TO PROCEED WITH A TRIAL, MUST THEY HAVE AN ATTORNEY AND EXPERT WITNESSES?**

Most property owners choose to be represented by an attorney, although property owners have the right to represent themselves. Property owners are encouraged to consult their own counsel for advice and guidance.

**WILL A PROPERTY OWNER BE PAID ANY MOVING EXPENSES OR ANY OTHER RELOCATION ASSISTANCE BENEFITS EVEN IF THEY GO TO COURT?**

A decision to go to court has no effect on a property owner's relocation assistance benefits including moving expenses. Payment of moving expenses and relocation benefits are made separately from any the condemnation action. The property owner will be provided details of additional assistance to help displaced persons, businesses, farms or nonprofit organizations in finding, purchasing or renting, and moving to a new location. Please refer to Your Rights and Benefits as a Displacee under the Unformed Relocation Assistance Program brochure.

**WILL A PROPERTY OWNER LOSE THEIR CURRENT PROPOSITION 13 TAX BASE?**

Section 2(d) of Article XIII A of the California Constitution and Division 1, Chapter 2, [Section 68](#) of the California Revenue and Taxation Code generally provides that property tax relief shall be granted to any real property owner who acquires comparable replacement property after having been displaced by governmental acquisition or eminent domain proceedings. If the property owner has any questions concerning this issue, they are encouraged to contact the local Franchise Tax Board Office, and/or the County Assessor Office.

Note: Revenue and Taxation Code Division 1, Chapter 2, [Section 68](#) sets forth time limits that may affect your eligibility to retain your favorable current real property tax status. Please consult with a tax advisor, your local IRS office, and your attorney for information on how this and other tax laws affect you.

**MUST A PROPERTY OWNER PAY CAPITAL GAINS TAX ON SALE PROCEEDS?**

According to the Internal Revenue Service, it is not necessary to pay income tax or capital gains tax **if** the money received is used to buy a similar property within a limited period of time. It may be helpful to read and review [IRS Publication 544](#), Chapter 1 "Gain or Loss," which addresses "involuntary conversions" and explains how federal tax rules apply to the condemnation of real property or its sale under the threat of condemnation for public purposes. In every case, however, you should discuss your particular circumstances with your personal tax advisor, your local IRS office, and your attorney.

**NOTE:** This is an informational pamphlet only. It is not intended to give a complete statement of all State or federal laws and regulations pertaining to the purchase of your property for public use; the relocation assistance program; technical legal definitions; or to provide any form of legal advice. Property owners are encouraged to consult their own counsel for advice and guidance.

## **DEFINITIONS**

The language used in relation to eminent domain proceedings may be new to you. These are some terms you may hear and their general meaning.

**CONDEMNATION** - The legal process by which a proceeding in eminent domain is accomplished.

**PARCEL** - Usually means the property that is being acquired.

**FAIR MARKET VALUE** - The fair market value of the property acquired is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

**JUST COMPENSATION** - The amount of money to which a property owner is entitled under the law for the purchase or damage to the property, or for relocation expenses.

**DEFENDANT** - The property owner and any other persons who may have an interest in the property.

**PLAINTIFF** - The public agency that desires to purchase the property

**COUNSEL** - An attorney or attorneys.

**TRIAL** - The hearing of the facts from plaintiff and defendant in court, either with or without a jury.

**VERDICT** - The amount of compensation to be paid for the property.

**ACQUIRE** - To purchase.

**POSSESSION** - Legal control; to have the right to use, ownership.

**ORDER FOR POSSESSION** - The instrument allowing the State to use the property of another.

**FINAL ORDER OF CONDEMNATION** - The instrument which, when recorded, transfers title to public ownership.

**PROPERTY** - The right or interest which an individual has in land, including the rights to use or possess.





## **California Department of Water Resources (DWR) Real Estate Branch Relocation Assistance Program Information**

---

### **Your Rights and Benefits as a Displacee Under the Uniform Relocation Assistance Program (Residential)**







## Introduction

In building modern water systems, the displacement of a small percentage of the population is often necessary. However, it is the policy of DWR that displaced persons shall not suffer unnecessarily as a result of programs designed to benefit the public as a whole.

Displaced individuals, families, businesses, farms, and nonprofit organizations may be eligible for relocation advisory services and payments.

This brochure provides information about available relocation services and payments. If you are required to move as the result of a DWR water project, a Relocation Agent will contact you. The Relocation Agent will be able to answer your specific questions and provide additional information.

# **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as Amended "The Uniform Act"**

The purpose of this Act is to provide for uniform and equitable treatment of persons displaced from their homes, businesses, or farms by federal and federally assisted programs and to establish uniform and equitable land acquisition policies for federal and federally assisted programs.

49 Code of Federal Regulations Part 24 implements the "Uniform Act" in accordance with the following relocation assistance objective:

To ensure that persons displaced as a direct result of federal or federally-assisted projects are treated fairly, consistently and equitably so that such persons will not suffer disproportionate injuries as a result of projects designed for the benefit of the public as a whole.

*While every effort has been made to assure the accuracy of this booklet, it should be understood that it does not have the force and effect of law, rule, or regulation governing the payment of benefits.*

*Should any difference or error occur, the law will take precedence.*

## **Some Important Definitions...**

Your relocation benefits can be better understood if you become familiar with the following terms:

Comparable Replacement: means a dwelling which is:

- (1) Decent, safe, and sanitary. (See definition below)
- (2) Functionally equivalent to the displaced dwelling.
- (3) Adequate in size to accommodate the family being relocated.
- (4) In an area not subject to unreasonable adverse environmental conditions.
- (5) In a location generally not less desirable than the location of your displacement dwelling with respect to public utilities and commercial and public facilities, and reasonably accessible to the place of-employment.
- (6) On land that is typical in size for residential development with typical

improvements.

Decent, Safe and Sanitary (DS&S): Replacement housing must be decent, safe, and sanitary - which means it meets all of the minimum requirements established by federal regulations and conforms to applicable housing and occupancy codes. The dwelling shall:

- (1) Be structurally sound, weather tight, and in good repair.
- (2) Contain a safe electrical wiring system adequate for lighting and other devices.



- (3) Contain a heating system capable of sustaining a healthful temperature (of approximately 70 degrees) for a displaced person, except in those areas where local climatic conditions do not require such a system.
- (4) Be adequate in size with respect to the number of rooms and area of living space needed to accommodate the displaced person. DWR's policy is that there will be no more than 2 persons per room unless the room is of adequate size to accommodate the normal bedroom furnishings for the occupants.
- (5) Have a separate, well-lighted and ventilated bathroom that provides privacy to the user and contains a sink, bathtub or shower stall, and a toilet, all in good working order and properly connected to appropriate sources of water and to a sewage drainage system.

*Note: In the case of a housekeeping dwelling, there shall be a kitchen area that contains a fully usable sink, properly connected to potable hot and cold water and to a sewage drainage system, and adequate space and utility service connections for a stove and refrigerator.*

- (6) Contains unobstructed egress to safe, open space at ground level. If the replacement dwelling unit is on the second story or above, with access directly from or through a common corridor, the common corridor must have at least two means of egress.

- (7) *For a displaced person who is handicapped, be free of any barriers which would preclude reasonable ingress, egress, or use of the dwelling by such displaced person.*

**Displaced Person or Displacee:** Any person who moves from real property or moves personal property from real property as a result of the acquisition of the real property, in whole or in part, or as the result of a written notice from DWR to vacate the real property needed for a water project. In the case of a partial acquisition, DWR shall determine if a person is displaced as a direct result of the acquisition.

Relocation benefits will vary, depending upon the type and length of occupancy. As a residential displacee, you will be classified as either a:

- An owner occupant of a residential property (includes mobile homes)
- A tenant occupant of a residential property (includes mobile homes and sleeping rooms)

**Dwelling:** The place of permanent or customary and usual residence of a person, according to local custom or law, including a single-family house; a single family unit in a two-family, multi-family, or multi-purpose property; a unit of a condominium or cooperative housing project; a non-housekeeping unit; a mobile home; or any other residential unit.

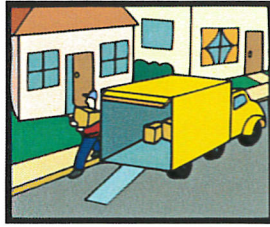
**Owner:** A person is considered to have met the requirement to own a dwelling if the person purchases or holds any of the following interests in real property:

- (1) Fee title, a life estate, a land contract, a 99- year lease, oral lease including any options for extension with at least 50 years to run from the date of acquisition; or
- (2) An interest in a cooperative housing project which includes the right to occupy a dwelling; or
- (3) A contract to purchase any interests or estates; or
- (4) Any other interests, including a partial interest, which in the judgment of the agency warrants consideration as ownership.

**Tenant:** A person who has the temporary use and occupancy of real property owned by another.



# Moving Expenses



If you qualify as a displaced person, you are entitled to reimbursement of your moving costs and certain related expenses incurred in moving. The methods of moving and the various types of moving cost payments are explained below.

Displaced individuals and families may choose to be paid on the basis of actual, reasonable moving costs and related expenses, or according to a fixed moving cost schedule. However, to ensure your eligibility and prompt payment of moving expenses, you should contact your Relocation Agent before you move.

## You Can Choose Either:

**Actual Reasonable Moving Costs** - You may be paid for your actual reasonable moving costs and related expenses when a commercial mover performs the move. Reimbursement will be limited to a move of 50 miles or less. Related expenses may include:

- Transportation
- Packing and unpacking personal property.
- Disconnecting and reconnecting household appliances.
- Temporary storage of personal property.
- Insurance while property is in storage or transit.

**OR**

**Fixed Moving Cost Schedule** - You may be paid on the basis of a fixed moving cost schedule. Under this option, you will not be eligible for reimbursement of related expenses listed above. The fixed schedule is designed to cover such expenses.

Examples (Year 2014 Rate):

4 Rooms - \$ 1,295

7 Rooms - \$ 2,090

The Fixed Move Schedule for a furnished unit (e.g. you are a tenant of an apartment that is furnished by your landlord) is based on Schedule B.

Example (Year 2014 Rate):  
1 Room - \$450

A dormitory style room under the 2014 Schedule B rate would receive \$125.

Under the Fixed Move Schedule, you will not receive any additional payments for temporary storage, lodging, transportation or utility hook-ups.

## **Replacement Housing Payments**

The type of Replacement Housing Payment (RHP) depends on whether you are an owner or a tenant, and the length of occupancy in the property being acquired.

If you are a qualified **owner occupant** of more than 90 days prior to the initiation of negotiations for the acquisition of your property, you may be entitled to a RHP that consists of:

**Price Differential, and**

**Mortgage Differential, and**

**Incidental Expenses;**

**OR**

**Rent Differential**

If you are a qualified **tenant occupant** of at least 90 days, you may be entitled to a RHP as follows:

**Rent Differential**

**OR**

**Down payment Option**

Length of occupancy simply means counting the number of days that you actually occupied a dwelling before the date of initiation of negotiations by DWR for the purchase of the property. The term "initiation of negotiations" means the date DWR makes the first personal contact with the owner of real property, or his/ her representative, to give him/her a first written offer for the property to be acquired.

*Note: If you have been in occupancy less than 90 days before the initiation of negotiations and the property is subsequently acquired, or if you move onto the property after the initiation of negotiations and you are still in occupancy on the date of acquisition, you may or may not be eligible for a Replacement Housing Payment. Check with your Relocation Agent before you make any decision to vacate your property.*

## **For Owner Occupants of 90 Days or More**

If you qualify as a 90-day owner occupant, you may be eligible - in addition to the fair market value of your property - for a Replacement Housing Payment that consists of a Price Differential, Mortgage Differential and Incidental Expenses.

The **Price Differential** payment is the amount by which the cost of a replacement dwelling exceeds the acquisition cost of the displacement dwelling. This payment will assist you in purchasing a comparable decent, safe, and sanitary (DS&S) replacement dwelling. DWR will compute the maximum payment you may be eligible to receive.

In order to receive the full amount of the calculated price differential, you must spend at least the amount calculated by DWR on a replacement property

The **Mortgage Differential** payment will reimburse you for any increased mortgage interest costs you might incur because the interest rate on your new mortgage exceeds the interest rate on the property acquired by DWR. The payment computation is complex as it is based on prevailing rates, your existing loan and your new loan. Also, a part of this payment may be prorated such as reimbursement for a portion of your loan origination fees and mortgage points.

To be eligible to receive this payment, the acquired property must have been encumbered by a bona fide mortgage which was a valid lien for at least 180 days prior to the initiation of negotiations.

You may also be reimbursed for any actual and necessary **Incidental Expenses** that you incur in relation to the purchase of your replacement property. These expenses may be those costs for title search, recording fees, credit report, appraisal report, and certain other closing costs associated with the purchase of property. You will not be reimbursed for any recurring costs such as prepaid real estate taxes and property insurance.

### **EXAMPLES OF PRICE DIFFERENTIAL PAYMENT COMPUTATION:**

Assume that DWR purchases your property for



\$98,000. After a thorough study of available, decent, safe and sanitary dwellings on the open market, DWR determines that a comparable replacement property will cost you \$100,000.

If your purchase price is \$100,000, you will receive \$2,000 (see *Example A*).

If your actual purchase price is more than \$100,000, you pay the difference (see *Example B*).

If your purchase price is less than \$100,000, the differential payment will be based on actual costs (see *Example C*).

How much of a differential payment you receive depends on how much you actually spend on a replacement dwelling as shown in these examples:

#### **DWR' Computation**

Comparable Replacement Property	\$100,000
Acquisition Price of Your Property	<u>-\$ 98,000</u>
Maximum Price Differential	\$ 2,000

#### **Example A**

Purchase Price of Replacement	\$100,000
Comparable Replacement Property	\$100,000
Acquisition Price of Your Property	<u>-\$ 98,000</u>
Maximum Price Differential	\$ 2,000

#### **Example B**

Purchase Price of Replacement Property	\$105,000
Comparable Replacement Property	\$100,000
Acquisition Price of Your Property	<u>\$ 98,000</u>
Maximum Price Differential	\$ 2,000

You Must Pay the Additional \$5,000

#### **Example C**

Comparable Replacement Property	\$100,000
Purchase Price of Replacement	\$99,000
Acquisition Price of Your Property	<u>\$ 98,000</u>
Price Differential	\$ 1,000

*In Example C you will only receive \$1,000 - not the full amount of DWR's "Comparable Replacement Property" because the requirements to spend were not met.*

**IN ORDER FOR A "90 DAY OWNER OCCUPANT" TO RECEIVE THE FULL AMOUNT OF THEIR REPLACEMENT HOUSING PAYMENT** (*Price Differential, Mortgage Differential and Incidental Expenses*), **you must:**

A) Purchase and occupy a DS&S replacement dwelling within one year after the later of:

(1) The date you first receive a notification of an available replacement house, **OR**

(2) The date that DWR has paid the acquisition cost of your current dwelling (usually the closing of escrow on DWR's acquisition),

**AND**

B) Spend at least the amount of DWR's "Comparable Replacement Property" for a replacement property,

**AND**

C) File a claim for relocation payments within 18 months of the later:

(1) The date you vacate the property acquired by DWR, **OR**

(2) The date that DWR has paid the acquisition cost of your current dwelling (usually the close of escrow on DWR's acquisition)

**You will not be eligible to receive any relocation payments until DWR has actually made its first written offer to purchase the property. Also, you will receive at least 90 days' written notice before you must move.**

### **For Tenants of 90 Days or More**

If you qualify as a 90-day occupant, you may be eligible for a Replacement Housing Payment in the form of a Rent Differential.

The **Rent Differential** payment is designed to assist you in renting a comparable decent, safe and sanitary replacement dwelling. The payment is based on the difference between the base monthly Rent for the property acquired by DWR (including average monthly cost for utilities) and the lesser of:

a) The monthly rent and estimated average monthly cost of utilities for a comparable replacement dwelling as determined by DWR, **OR**

- b) The monthly rent and estimated average monthly cost of utilities for the decent, safe and sanitary dwelling that you actually rent as a replacement dwelling.

Utility costs are those expenses you incur for heat, lights, water and sewer - regardless of the source (e.g. electricity, propane, and septic system). It does not include garbage, cable, telephone, or security. The utilities at your property are the average costs over the last 12 months. The utilities at the comparable replacement property are the estimated costs for the last 12 months for the type of dwelling and area used in the calculation.

This difference is multiplied by 42 months and may be paid to you in a lump sum payment or in periodic installments in accordance with policy and regulations.

In order to receive the full amount of the calculated Rent Differential, you must spend at least the amount calculated by DWR on a replacement property.

This payment may - with certain limitations - be converted to a **Down payment Option** to assist you in purchasing a replacement property.

#### **Example of Rent Differential Payment Computation:**

After a thorough study of comparable, decent, safe and sanitary dwellings that are available for rent, DWR determines that a comparable replacement property will rent for \$325.00 per month.

#### **DWR Computation (rates are per month)**

Rental Rate for Comparable  
Replacement Property: \$ 325

PLUS average estimated  
utilities costs: + 100

TOTAL Cost to Rent Comparable  
Replacement Property: = \$ 425

Rental Rate for  
Your Current Property: \$ 300

PLUS average utilities costs: + 90  
TOTAL Cost you pay to

rent your current property: = \$ 390

Comparable Replacement  
Property including utilities: \$ 425

Cost you pay to rent your  
property including utilities: + 390

Difference: =\$ 35

Multiplied by 42 months = \$1,470 Rent Differential

**Example A:**

Rental Rate for a Replacement  
Property, including estimated  
average utilities costs:

\$ 525

Comparable Replacement  
Property including utilities:

\$ 425

Cost you pay to rent your  
property including utilities:

\$ 390

Since \$425 is less than \$525, the Rent Differential is based on the difference between \$390 and \$425.

Rent Differential (\$35 x 42 months = \$1,470)

*In this case you spent "at least" the amount of the Comparable Replacement Property on the replacement property and will receive the full amount.*

**Example B:**

Rental Rate for a Replacement  
Property, including estimated  
average utilities costs:

\$ 400

Comparable Replacement  
Property including utilities:

\$ 425

Cost you pay to rent your  
property including utilities:

\$ 390

Since \$400 is less than \$525, the Rent Differential is based on the difference between \$400 and \$390.



Rent Differential (\$10 x 42 months = \$420)

*In this case you spent "less than" the amount of the Comparable Replacement Property on the replacement property and will not receive the full amount.*

**You will not be eligible to receive any relocation payments until DWR has actually made a first written offer to purchase the property. And, you will also receive at least 90 days' written notice before you must move.**

## **Down Payment Option**

The Rent Differential payment may - with certain limitations - be converted to a **Down Payment Option** to assist you in purchasing a replacement property. The down payment option is a direct conversion of the Rent Differential payment.

If DWR the calculated Rent Differential is between \$0 and \$7,200, your down payment option will be \$7,200, which can be used towards the purchase of a replacement decent, safe and sanitary dwelling.

If the Rent Differential is over \$7,200, you may be able to convert the entire amount of the Rent Differential to a down payment option.

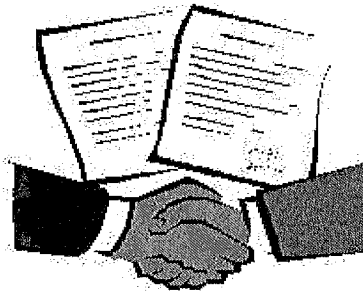
The down payment option must be used for the acquisition of the replacement dwelling, plus any eligible incidental expenses (see "90-day Owner Occupants Incidental Expenses") related to the purchase of the property. You must work closely with your Relocation Agent to ensure you can utilize the full amount of your down payment option towards the purchase.

If any portion of the Rent Differential was used prior to the decision to convert to a down payment option, those advance payments will be deducted from the entire benefit.

## **Last Resort Housing**

On most projects, an adequate supply of housing will be available for sale and for rent, and the benefits provided will be sufficient to enable you to relocate to comparable housing. However, there may be projects in certain locations where the supply of available housing is insufficient to provide the necessary housing for those persons being displaced. In such cases, DWR will utilize a method called Last Resort Housing. Last Resort Housing allows DWR to construct, rehabilitate or modify housing in order to meet the needs of the people displaced from a project. DWR can also pay above the statutory limits of \$7,200 and \$31,000 in order to make available housing affordable.

# Relocation Advisory Assistance



Any individual, family, business or farm displaced by DWR shall be offered relocation advisory assistance for the purpose of locating a replacement property. Relocation services are provided by qualified personnel employed by DWR. It is our goal and desire to be of service to you and assist in any way possible to help you successfully relocate.

A Relocation Agent from DWR will contact you personally. Relocation services and payments will be explained to you in accordance with your eligibility. During the initial interview with you, your housing needs and desires will be determined as well as your need for assistance. You cannot be required to move unless at least one comparable replacement dwelling is made available to you.

You can expect to receive the following services, advice and assistance from your Relocation Agent who will:

- Explain the relocation benefits and eligibility requirements.
- Provide the amount of the replacement housing payments in writing.
- Assure the availability of a comparable property before you move.
- Inspect possible replacement residential units for DS&S compliance.
- Provide information on counseling you can obtain to help minimize hardships in adjusting to your new location.
- Assist you in completing loan documents, rental applications or Relocation Claims Forms.

AND provide information on:

- Security deposits
- Interest rates and terms
- Typical down payments
- VA and FHA loan requirements
- Real property taxes.
- Consumer education literature on housing

If you desire, your Relocation Agent will give you current listings of other available replacement housing. Transportation will be provided to inspect available housing, especially if you are elderly or handicapped. You may obtain the services of a real estate broker to assist in finding a replacement dwelling but, DWR cannot provide a referral.

Your Relocation Agent is familiar with the services provided by others in your community and will provide information on other federal, state, and local housing programs offering assistance to displaced persons. If you have special needs, your Relocation Agent will make every effort to secure the services of those agencies with trained personnel who have the expertise to help you.

If the water project will require a considerable number of people to be relocated, DWR may establish a temporary Relocation Field Office on or near the project. Project relocation offices would be open during convenient hours and evening hours if necessary.

In addition to these services, DWR is required to coordinate its relocation activities with other agencies causing displacements to ensure that all persons displaced receive fair and consistent relocation benefits.

Remember - YOUR RELOCATION AGENT is there to offer advice and assistance. Do not hesitate to ask questions and be sure you fully understand all of your rights and available benefits.



## **YOUR RIGHTS AS A DISPLACEE**

All eligible displacees have a freedom of choice in the selection of replacement housing, and DWR will not require any displaced person to accept a replacement dwelling provided by DWR. If you decide not to accept the replacement housing offered by DWR, you may secure a replacement dwelling of your choice, providing it meets DS&S housing standards. DWR will not pay more than your calculated benefits on any replacement property.

The most important thing to remember is that the replacement dwelling you select must meet the basic "decent, safe, and sanitary" standards. Do not execute a purchase agreement or a rental agreement until a representative from DWR has inspected and certified in writing that the dwelling you propose to occupy meets the basic standards. **DO NOT jeopardize** your right to receive a replacement housing payment by moving into a substandard dwelling.

It is important to remember that your relocation benefits will not have an adverse affect on your:

- Social Security Eligibility
- Welfare Eligibility
- Income Taxes

In addition, the Title VIII of the Civil Rights Act of 1968 and later acts and amendments make discriminatory practices in the purchase and rental of most residential units illegal if based on race, color, religion, sex, or national origin.

Whenever possible, minority persons shall be given reasonable opportunities to relocate to decent, safe, and sanitary replacement dwellings, not located in an area of minority concentration, and that is within their financial means. This policy, however, does not require DWR to provide a larger payment than is necessary to enable a person to relocate to a comparable replacement dwelling.

DWR' Non-Discrimination Policy ensures that all services and/or benefits will be administered to the general public without regard to race, color, national origin, or sex in compliance with Title VI of the 1964 Civil Rights Act (42 USC 2000d. et seq.).

And you have the Right to Appeal any decision by DWR regarding your relocation benefits and eligibility.

Your Right of Appeal is guaranteed in the "Uniform Act" which states that any person may file an appeal with the head of the responsible agency if that person believes that the agency has failed to properly determine the person's eligibility or the amount of a payment authorized by the Act.

If you indicate your dissatisfaction, either verbally or in writing, DWR will assist you in filing an appeal and explain the procedures to be followed. You will be given a prompt and full opportunity to be heard. You have the right to be represented by legal counsel or other representative in connection with the appeal (but solely at your own expense).

DWR will consider all pertinent justifications and materials submitted by you and other available information needed to ensure a fair review. DWR will provide you with a written determination resulting from the appeal with an explanation of the basis for the decision. If you are still dissatisfied with the relief granted, DWR will advise you that you may seek judicial review.

**Americans with Disabilities Act (ADA) Notice:**

This document is available in alternative formats for people with physical disabilities. Please call (916) 654-5413, or write to 'Department of Water Resources – Real Estate Branch, 1416 9<sup>th</sup> Street, Room 415, Sacramento, CA 95814,' for information.

**Notes**



**SUPPLEMENT TO STAFF REPORT: NEGOTIATION FACT SHEET**  
**PROPOSED ACTION IN EMINENT DOMAIN**  
**Central Valley Flood Protection Board (CVFPB)**  
**September 27, 2019**

**Project:** Lower Elkhorn Basin Levee Setback Project (LEBLS)  
**APN:** 042-290-001, 057-220-006, -007, 057-230-001, -002, -003,  
057-240-005, -007, 057-210-001, and -010 (Yolo County)  
**CVFPB #:** 13848  
**Owner:** **Buzz Oates, LLC (Buzz Oates)**

**Property Rights to be Acquired**

<u>CVFPB Parcel No.</u>	<u>Area</u>	<u>Rights</u>
13848	261.503 acres	FEE
	15.16 acres	Easement

**Parcel Information**

**Current Use:** Irrigated row and field crops, agricultural structures and an accessory single-family residence  
**Zoning:** A-N (Agriculture Intensive Zone)  
**Date of First Written Offer:** August 8, 2019  
**Amount of Agency's First Written Offer:** **\$4,434,200 (\$14,500/acre)**

**Negotiations**

- E-mailed Buzz Oates on March 5, 2019 to inform them of DWR's finding of a property right overlap with Conaway Ranch, LLC (Conaway Ranch).
- Held meeting with Buzz Oates on March 19, 2019 to discuss the Conaway Ranch overlap.
- Held meeting with Buzz Oates on July 12, 2019 to discuss the Appraisal Report and the conclusion of the Fair Market Value.
- First Written Offer (FWO) mailed August 8, 2019. FWO package included the following documents: Cover Letter including the Fair Market Value offer, Appraisal Summary Statement, Right of Way Contract, Map of the Proposed Acquisition Area, Grant Deed, Comparable Orchard Sales Summary Table and Map, DWR Real Estate Branch Property Acquisition Information and DWR Real Estate Branch Relocation Assistance Program Information.
- Received e-mail from Buzz Oates confirming receipt of FWO and stating that they were reviewing the FWO and will get back to me soon regarding their decision.
- On August 28, 2019 DWR performed a staking of the acquisition line within Buzz Oates yard (APN: 057-230-001)
- E-mailed Buzz Oates on August 29, 2019 to inform of staking, send staking photos, and ask for status on their decision to our FWO.
- E-mailed Buzz Oates on August 29, 2019 to inform them that DWR will soon be mailing a letter of Notice of Intent to Adopt a Resolution of Necessity.

### **Area of Impasse between Buzz Oates and DWR**

Currently, Buzz Oates has not provided a counteroffer.

### **Why Necessary to Initiate Eminent Domain Action**

DWR, acting by and through CVFPB, has been unable to reach an agreement to acquire the necessary property rights through negotiation. DWR must initiate eminent domain action in order to ensure that CVFPB meets its project schedule.

## Attachment H

**Central Valley Flood Protection Board****Parcel:** 13848 BUZZ OATES**Agent:** Patrick Nolan**Project:** Yolo Bypass**Subproject:** Lower Elkhorn Basin Levee Setback**County:** Yolo**Location:** West Sacramento**Contact:** Dan Ramos / Ramco**Address:****Phone:**

---

**Diary**

12/14/2019 (PN) Phase 1 Environmental Site Assessment completed.

1/18/2019 (PN) E-mail to Buzz Oates introducing myself and asking him to fill out the Phase 1 form.

1/30/2019 (PN) Title Report update received.

3/5/2019 (PN) E-mail to Buzz Oates informing him of our finding of the Conaway Overlap.

3/19/2019 (PN) Today, Kris Klima and I, met with Dan Ramos to go over the Conaway overlap.

5/22/2019 (PN) Updated Phase I site Assessment visit today to add the Drainage Easement Acquisition area:

6/27/2019 (PN) Buzz Oates Appraisal received today.

7/1/2019 (PN) Buzz Oates Appraisal review accepted by DGS.

7/9/2019 (PN) E-mail to Buzz Oates to give him status that the appraisal is currently being reviewed by DGS and should be done the first week of August. I ask if we could set up a meeting to discuss the Appraisal.

7/12/2019 (PN) Met Dan Ramos at his office to discuss the Appraisal. Provided him information and answered questions.

7/30/2019 (PN) E-mail to Buzz Oates asking for permission to visually inspect all of the Relocation Assistance needs with the consultant who will be handling the RAP work.

8/1/2019 (PN) Visited property with RAP consultant.

8/1/2019 (PN) Today we received the approved Appraisal Review from DGS.

8/5/2019 (PN) E-mail to Dan Ramos that DGS approved the appraisal and that our offer package will be mailed very soon.

8/8/2019 (PN) Official offer mailed to Buzz Oates today.

8/13/2019 (PN) Follow-up e-mail to Dan Ramos to ensure receipt of offer package.

8/13/2019 (PN) Dan Ramos confirmed receipt of offer package and he said his groups will be meeting Thursday, 8/15 to discuss. He will get back to me after that with their decision.

8/21/2019 (PN) Received E-mail from Dan Ramos asking what will be the acreage that DWR might sell back after construction.

8/22/2019 (PN) Spoke with Dan Ramos over the phone to explain that at this time we cannot say what will be sold back after construction.

8/22/2019 (PN) E-mailed Dan Ramos to schedule a staking of the acquisition line within the yard at APN: 057-230-001.

8/28/2019 (PN) Today DWR performed a staking of the Acquisition line within the yard at APN: 057-230-001.

8/29/2019 (PN) E-mailed Dan Ramos to inform him of our completed staking, send him some photos of the staking, and asked him status of thier decision to accept our offer.

8/29/2019 (PN) E-mailed Dan Ramos to inform him that DWR will soon be mailing a letter of Notice of Intent to Adopt a Resolution of Necessity.

8/30/2019 (PN) Notice of Intent to Adopt a Resolution of Necessity was mailed to the property owner.



**CENTRAL VALLEY FLOOD PROTECTION BOARD**

3310 El Camino Ave., Ste. 170  
SACRAMENTO, CA 95821  
(916) 574-0609 FAX: (916) 574-0682



August 30, 2019

Mr. Dan Ramos  
Buzz Oates, LLC, a California General Partnership  
555 Capital Mall, 9<sup>th</sup> Floor  
Sacramento, CA 95814

Subject: APNs # 042-290-001; 057-210-001; 057-220-006, -007; 057-230-001, -002, -003;  
057-240-005, and -007 - Notice of Intent to Adopt Resolution of Necessity to Acquire  
Certain Real Property or Interest in Real Property by Eminent Domain

Dear Mr. Ramos:

This letter serves as notice that the Central Valley Flood Protection Board (Board) at its September 27, 2019 Board Meeting will consider adopting a Resolution of Necessity (Resolution) to acquire the above referenced property by eminent domain. You are being notified because you are the owners or have an interest in the above-mentioned property, pursuant to the California Code of Civil Procedure (CCP) Section 1245.235. You and/or your representative are invited to attend the Board meeting and present testimony to the Board on this matter.

The CCP provides procedures for public agencies to acquire private property for public use. It requires that every agency, which intends to condemn property, notify the owners of its intention to condemn. Section 1240.030 of the CCP provides that the power of eminent domain may be exercised to acquire property for a proposed project if the following conditions are established:

- (1) The public interest and necessity require the proposed project;
- (2) The proposed project is planned and located in a manner that will be most compatible with the greatest public good and the least private injury; and
- (3) This property is necessary for the project.

Section 1245.230 of the CCP further requires that the offer required by Government Code Section 7267.2 has been made to the owner of record.

The Board, at its September 27, 2019 meeting, will consider if the above conditions concerning your property have been met and, if so, decide whether to adopt a Resolution. The Board Meeting is scheduled to take place as follows:

**Central Valley Flood Protection Board September 2019 Meeting**

Date: September 27, 2019  
Time: 9:00 a.m.  
Location: Sacramento City Hall Building  
1<sup>st</sup> Floor Council Chambers  
915 I Street  
Sacramento, California 95814

A Resolution, if adopted, will constitute official authorization for the Department of Water Resources (DWR), on behalf of the Board, to acquire the property, or property interest therein, by exercise of the

power of eminent domain. All issues related to the compensation to be awarded for the acquisition of the subject property(ies) will be resolved in the eminent domain proceeding.

A description of the required property that is the subject of this Resolution is attached to this Notice as Exhibit A.

The State proposes to acquire Parcel No. 13848 (Yolo County Assessor's Parcel Numbers 042-290-001; 057-210-001; 057-220-006, -007; 057-230-001, -002, -003; 057-240-005, and -007) through the exercise of the power of eminent domain for the Lower Elkhorn Basin Levee Setback Project.

The property rights to be acquired are:

Fee: 261.503 acres

Easement: 15.16 acres

You are invited to appear before the Board to comment on the findings necessary for the proposed Resolution of Necessity. If you wish to appear in person at the Board Meeting, you must provide written notice of your intent to do so within 15 days from the mailing of this Notice. Your written notice should include a statement indicating which of the three conditions listed in the second paragraph above you contend have not been met.

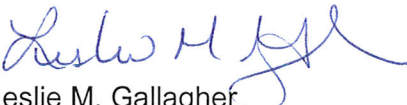
In lieu of personally appearing before the Board at its September 27, 2019 meeting, the Board will consider any written comments you submit. All written comments received will become part of the official record and will be considered by the Board.

Please send any written comments or requests to:

Andrea Buckley  
Central Valley Flood Protection Board  
3310 El Camino Ave., Suite 170  
Sacramento, CA 95821

If you have any questions regarding this matter, please call Matt DeGroot, Senior Right of Way Agent, Division of Engineering, DWR, at (916) 653-9906.

Sincerely,



Leslie M. Gallagher  
Executive Officer

Enclosures

cc: Matt DeGroot, Senior Right of Way Agent  
Department of Water Resources  
Division of Engineering, Real Estate Branch

cc: Dan Ramos  
Buzz Oates, LLC, a California General Partnership  
1450 Harbor Boulevard, Suite B  
West Sacramento, CA 95691

EXHIBIT "A"

All that real property being portions of protracted Township 9 North, Range 3 East, and Township 10 North, Range 3 East, M.D.M., County of Yolo, State of California, being Lots 16, 15, 35, 36, 37, 41, 40, 39, 38, 59, 60, 61, 62, 67, 66, 65, 64, 63, 87, 88, 89 and portions of Lots 12, 13, 14, 17, 34, 42, 58, 68, 85 and 86 as said lots are shown on the map of ELKHORN SUBDIVISION filed on February 6, 1912 in Book 2 of Maps, page 51, Official Records of Yolo County and also described as portions of PARCEL ONE and PARCEL THREE under EXHIBIT "A" in the GRANT DEED recorded October 31, 2012 as DOC-2012-0035923, Official Records of Yolo County, described as follows:

**PARCEL 13848**

COMMENCING at the intersection of Elkhorn Avenue (also known as County Road 122) and said Division Road (also known as County Road 124) as shown on said 2 Maps 51 and being a found 1-3/4 inch Buttonhead, as said Buttonhead is shown on Book 2015 of Maps, Page 35, Official Records of said County, from which a found 1 inch iron pipe located at the intersection of said Elkhorn Avenue and Willow Road as intersection is shown on said 2 Maps 51 and said 1 inch iron pipe is shown on said 2015 Maps 35 bears North 45°03'37" West 4489.89 feet; Thence along the centerline of said Elkhorn Avenue North 45°03'37" West 2311.37 feet to the intersection of said Elkhorn Avenue and Sycamore Road as said intersection is shown on said 2 Maps 51; Thence leaving the centerline of said Elkhorn Avenue and along the centerline of said Sycamore Road South 44°56'23" West 1023.96 feet to the Point of Beginning;

Thence from said POINT of BEGINNING continuing along last said centerline South 44°56'23" West 976.10 feet to the most northerly corner of said Lot 91;

Thence leaving last said centerline and along the northeasterly, southeasterly and southwesterly lines of said Lot 91 the following three (3) courses:

- 1) South 45°03'37" East 1089.00 feet;
- 2) South 44°56'24" West 400.00 feet; and
- 3) North 45°03'37" West 1089.00 feet to last said centerline;

Thence leaving last said southeasterly line and along the centerline of said Sycamore Avenue South 44°56'23" West 262.67 feet to the westerly subdivision line of said 2 Maps 51;

Thence northwesterly along said subdivision line to the southerly right-of-way line of Interstate 5 as described in Book 849, Page 573 Official Records of Yolo County;

Thence along said southerly right-of-way line South 66°29'35" East 86.00 feet;

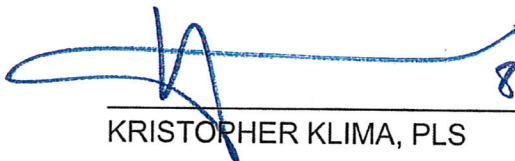
Thence leaving said southerly line along the following ten (10) courses:

- 1) South 12°00'22" East 94.61 feet;
- 2) South 34°27'44" East 1049.32 feet to a point on a curve to the left;
- 3) Along a curve to the left with a radius of 125.00 feet, having a chord bearing of South 54°00'05" East 83.61 feet;
- 4) South 73°32'26" East 660.29 feet;
- 5) South 28°19'18" East 243.73 feet;
- 6) South 73°32'26" East 546.84 feet to a point on a curve to the right;

- 7) Along a curve to the right with a radius of 800.00 feet, having a chord bearing of South 59°18'00" East 393.59 feet;
- 8) South 45°03'33" East 2293.74 feet to a point on a curve to the right;
- 9) Along a curve to the right with a radius of 1500.00 feet, having a chord bearing of South 30°13'39" East 512.27 feet;
- 10) South 25°23'44" East 2248.19 feet to the point of beginning of this description.

EXCEPTING THEREFROM those portions of lands as described in 91 of Deeds, page 67, Official Records of Yolo County.

Containing 261.503 acres, more or less.

 8/6/19  
KRISTOPHER KLIMA, PLS

