



United States Department of the Interior

BUREAU OF RECLAMATION
 South-Central California Area Office
 Tracy Office (CVP)
 RR 1 Box 35
 Byron CA 94514-9614

IN REPLY
 REFER TO:

TO-406
 PRJ-8.10

AUG 10 2000

Mr. Sheldon G. Moore
 7555 Herdlyn Road
 Byron, California 94514

Subject: Tracy Fish Facility Improvement Program

Dear Mr. Moore:

This letter confirms items discussed with you and Mrs. Moore by Mr. Ron Brockman and myself, at your residence on August 10, 2000. This discussion was prompted by your letter of May 8, 2000, (enclosure B).

Following are responses to your letter and other items discussed:

1. Enclosure B, first paragraph:

After reading the Tracy Fish Test Facility, March 2000, Fact Sheet Update, it is clear to me the Bureau of Reclamation wishes to continue encroachment upon our property. This is just extension of the prior piece-by-piece encroachment. My operations have been disrupted at least four times in the last forty years by these intrusions. I will very vigorously oppose any further expansion in our direction.

Several potential locations for the Tracy Fish Test Facility (TFTF) were evaluated. The potential location and evaluation process were explained to you briefly, explained again at the August 15, 2000, public meeting at the Bureau of Reclamation's (Reclamation) Kelso Road complex (which you and Mrs. Moore attended), and is explained in detail in the Draft Environmental Assessment and Initial Study for the Tracy Fish Facility Improvement Program, Tracy Fish Test Facility, issued July 28, 2000.

The selected location, Site A, does not encroach on your property according to Reclamation records as depicted on enclosure I.

We explained that property lines from copies of plats in our files were electronically transferred from "meets and bounds" descriptions to a current system of coordinates, but have not been field verified. We intend to have the boundaries of most of the plats of the first three miles of the Delta-Mendota Canal right-of-way re-surveyed and field verified by a registered Professional Land Surveyor, monuments set and plats re-filed with the County. We will provide that information to you on plats with your property lines when it is available.

As explained to you, if we find that Reclamation is encroached on your land, we will pursue an equitable resolution. Similarly, if we find that Reclamation's property encompasses some of your land or facilities, such as the access road to your property, we will pursue a resolution that is reasonable and acceptable to you.

2. Enclosure B, second paragraph:

You should know that there is property for sale on the open market, right next to your current fish facility, and it has been on the market

for one year. It is my understanding that the Bureau currently leases part of those 350 acres.

This land, we think to which you refer, is west of Lindemann Road and south of the Delta-Mendota Canal. That area is not as workable for the TTF as the selected site because of the costs and time required to acquire land and having to do more substantial site preparation, plus other factors.

3. Enclosure B, third paragraph:

It is time to be honest with the citizens of American. There was never an Environmental Impact study on the effect of both the Federal and State of California plans to export vast quantities of water, from the Sacramento-San Joaquin Delta. We are morally responsible to see that no further action takes place in this area without such a study. This is a moral question. We can and we must right the errors and omissions of the past.

We have not researched the records of environmental analyses of the Central Valley Project (CVP) nor the State Water Project. In general, authorization of the CVP preceded the National Environmental Policy Act (NEPA) of 1969 (42 U.S.C. Part 4321 et seq.). Authorization of the State Water Project preceded the California Environmental Quality Act (CEQA) of 1973 (Public Resources Code Section 21000 et seq.). Any current and future proposals for increased Delta exports have to comply with these laws; the TTF does not propose such action.

If you wish to pursue a perceived moral obligation of the Federal or State projects to do a post-project environmental evaluation, that is beyond the scope of this discussion and should be pursued by you with elected representatives.

4. Enclosure B, fourth paragraph:

How much fossil fuel, or its equivalents, is consumed each month to transport water to the southern half of California? It makes me sad to go to southern California and to see the waste of water and total lack of an effective regional transportation system. Fossil fuel is expended so more fossil fuel can be wasted. There can be not justification for this tragic use of natural resources.

Authorization of the CVP was by public process, at the request of the State of California. A recap of economic and social justification would be extensive and is beyond the scope of the TTF project.

5. Enclosure B, fifth paragraph:

We have a regional transportation system here in Contra Costa County. Water use is restricted in years when the water supply is short of needs. We have numerous water facilities in our area taking up valuable land area. Your fish screen as its sits would be paying BART taxes if the Bureau did not live on taxpayer money. I have paid tens of thousands of dollars in the past and must pay thousands in the future for the privilege of being in a mass transit district, BART.

We briefly discussed funding sources for the TTF which are in essence a combination of water user rates and tax revenue appropriated by the Congress and the Legislature, thus coming from the same sources as payment of property tax assessments for public infrastructure.

6. Enclosure B, sixth paragraph:

It looks to me that your entire effort is to ensure that the southland can waste more water and fossil fuel. You do not have a worthy cause.

This is a personal qualitative statement, and we certainly respect it.

7. Enclosure B, seventh paragraph:

The Bureau of Reclamation and the State of California are trying to do a mass relocation of water. This diversion has many adverse effects on this and other areas. A massive change, all without complete disclosure to the citizens involved or affected. Certainly the fish are affected, but so are we.

Please see response number 3.

8. Enclosure B, eighth paragraph:

I would like to meet with you or whoever has the authority, very soon, to work out a solution for problems your current system has imposed on our property for more than forty years. It is time to correct the burden you have imposed on your neighbors. I want you to know that I oppose any further encroachment, on our property. There are too many hidden negative effects of such action, which are not disclosed and never corrected when apparent. The Bureaus' past actions clearly indicate that we are on our own to correct adverse conditions your systems impose upon us. The Federal and State water program is classic Adverse Possession.

Mr. Brockman and I met with you and Mrs. Moore on August 10, 2000, which this letter documents that meeting.

Additional items which you presented to us on August 10, 2000, and our responses follow (9 through 13).

9. The CVP diversion causes increased operating expense because of having to pump water upstream from the trashrack to replace a gravity diversion through the levee.

We will investigate the history of Reclamation commitments to the owner (you, or possibly your predecessor) of the gravity diversion when it was replaced because of the Delta-Mendota Canal construction. If we find there is an unmet obligation, we will certainly pursue a solution with you.

10. CVP causes increased power expense and pump operating problems due to water-borne plants plugging the trashrack and causing a suction break at low tide.

This is the same pump diversion referred to in number 9. Water-borne aquatic growth is a problem at times for the Delta-Mendota Canal also. We will look into it.

11. Reclamation employees shooting at your facilities from inside the Tracy Fish Collecting Facility.

This is a surprise, and we do not believe it is happening. If you have more specific information that we can pass on to a law enforcement agency, which for Reclamation is the Federal Bureau of Investigation, we will request an investigation.

12. Reclamation not patrolling your access road (and possibly including Herdlyn Road) to prevent encroachment and vandalism on your property.

Herdlyn Road is managed by Contra Costa County; Reclamation has no authority or obligation to patrol it. Similarly there is no authority or responsibility for Reclamation to patrol your private road.

13. Reclamation should locate the TFTF at Western Canal because of more flow available and more sweeping flow.

The Kings Island site considered for the TFTF would be more toward the Western Canal. One major adverse factor would be the necessity of a long canal from the TFTF to the Delta-Mendota Canal.

Finally, some details of these issues, and potentially other items, were listed by you at the August 15, 2000, public meeting. These will be addressed in the final Environmental Assessment.

Mr. Moore, we will pursue the items of concern seriously, and will contact you when we have some answers or need additional information.

Thank you for the time that you have spent with us to help us "newcomers" understand your concerns. If you have any questions, please feel free to contact me at (209) 836-6236 or (209) 836-6282 for the hearing impaired.

Sincerely



Floyd R. Summers
Program Coordinator

Enclosures 9

- A-06/14/00, Ltr to Sheldon Moore from Reclamation (Floyd Summers)
- B-05/08/00, Ltr to Reclamation (Ron Brockman) from Sheldon Moore
- C-Land Purchase Contract, Delta-Mendota, Unit No. B-0-C
- D-Contra Costa County (CCC) Assessor's Map, Book 1, Pg 8 (part)
- E-CCC Assessor's Map, Book 1, Pg 8 (part), enlarged
- F-CCC Assessor's Map, Book 1, Pg 8 (part), enlarged Detail "A"
- G-CCC Assessor's Map, Book 1, Pg 8 (part), enlarged Detail "A", enlarged
- H-Drawing 214-215-5546, Headworks, Grace P. Ritchie-R.O.W.
- I-Drawing 214-208-12591, Tracy Fish Collection Facility, Topography

cc: Regional Director, Sacramento CA
 Attention: MP-410 (RBrockman) (w/enclosures)
 MP-3000 (MFinnegan) (w/enclosures)
 MP-222 (TReaves) (w/enclosures)
 Office of the Solicitor, Pacific Northwest
 Attention: Mr. James Turner (w/enclosures)
 Area Manager, Fresno CA
 Attention: SCC-102 (MJackson) (w/enclosures)
 SCC-412 (JTapia) (w/enclosures)
 SCC-450 (BEpperson) (w/enclosures)

Mr. Dave Langlois (w/enclosures)
 Director, O&M
 San Luis & Delta-Mendota Water Authority
 RR1, Box 35F
 Byron, California 94514-9614

#2-367 (Dec. 54)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
CENTRAL VALLEY PROJECT, CALIFORNIA

**Delta-Mendota
Unit No. B-0-6**

LAND PURCHASE CONTRACT

14-06-780-4864
3 77 700 1431

THIS CONTRACT, made this 3rd day of November, 1955, in pursuance of the Act of June 17, 1902 (32 Stat., 388), and Acts amendatory thereof or supplementary or applicable thereto between THE UNITED STATES OF AMERICA, hereinafter styled the United States, represented by the contracting officer executing this contract, and

GRACE S. RITCHIE, a widow,

hereinafter styled Vendor, of --

County of -- State of --

2. WITNESSETH, That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

3. The Vendor shall sell and by good and sufficient grant deed, convey to the United States, free of lien or encumbrance, the following described real estate situated in the County of **Contra Costa**, State of California, to-wit:

A tract of land in the Rancho El Pescadero in Township One (1) South of Range Four (4) East of the Mount Diablo Meridian, and being a portion of what would be the northeast quarter (NE $\frac{1}{4}$) of Section Twenty-nine (29) in said Township and Range if the pattern of said Section were projected into said Rancho in accordance with the standard Government System for surveys of the public lands. Said tract of land contains an area of 2.77 acres, more or less, and is described as follows:

Beginning at the southeasterly corner of that certain 10.29-acre tract of land described in the Final Judgment filed on April 1, 1954 in an action entitled United States of America, Plaintiff vs. 10.29 acres of land, more or less, in the County

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of Contra Costa, State of California, Weston G. Ritchie, Grace S. Ritchie, individually and as Administratrix of the Estate of Weston G. Ritchie, et al., Defendants, in the United States District Court, Northern District of California, Southern Division, Civil No. 27912, a certified copy of said Judgment having been recorded on April 9, 1954 in the office of the County Recorder of said County in Book 2297 of Official Records at page 561; said southeasterly corner is distant East 2669.4 feet along the southerly boundary of said 10.29-acre tract from the west quarter corner of said Section 29; thence from said point of beginning North $00^{\circ} 34'$ East 247.6 feet along the easterly boundary of said 10.29-acre tract to the northeasterly corner of said tract; thence North $74^{\circ} 04'$ East 612.0 feet; thence South $18^{\circ} 25'$ East 65.2 feet; thence South $54^{\circ} 35'$ West 260.2 feet to the northeasterly corner of that certain 0.54-acre tract of land described as Parcel 2 in Judgment on Declaration of Taking, entered on September 12, 1950 in an action entitled United States of America, Plaintiff vs. 47.51 acres of land, more or less, in the Counties of Contra Costa, Alameda, and San Joaquin, State of California, Berverdor, Inc., Grace S. Ritchie, et al., Defendants, in the United States District Court, Northern District of California, Southern Division, Civil No. 30016, a certified copy of which was recorded in the office of the County Recorder of said County on September 14, 1950 in Volume 1632 of Official Records at page 415; thence continuing South $54^{\circ} 35'$ West 150.8 feet along the northwesterly boundary of said 0.54-acre tract; thence South $32^{\circ} 30'$ West 137.0 feet along said northwesterly boundary to a point in the northerly boundary of that certain 3.49-acre tract of land described as Parcel 4 in the aforesaid Judgment on Declaration of Taking, Civil No. 30016; last said point being distant East 203.0 feet from the point of beginning; thence West 203.0 feet along the northerly boundary of said 3.49-acre tract to the point of beginning.

SUBJECT, however, to existing rights of way in favor of the public or third parties for highways, roads, railroads, telegraph, telephone and electrical transmission lines and canals, laterals, ditches, flumes, siphons, pipe lines and levees on, over and across said premises; and

SUBJECT to the effect of reservations and leases, if any, of oil, gas and minerals in or under said land; and

There shall be reserved to Vendor, her heirs, executors, administrators and assigns, any riparian or other water right or water rights now appurtenant to the lands of the Vendor lying northerly from and adjacent to the land hereinabove described.

4. The United States shall purchase said property on the terms herein expressed, and on execution and delivery of the deed and the vesting in it of the fee simple title as provided in Article 3 and the issuance of the policy of title insurance and the signing of the usual Government vouchers, and their approval by the proper Government officials, it shall cause to be paid to the Vendor, by United States Treasury warrant or fiscal officer's check, and as full purchase price for the property and full payment for all damages for entry on and use of the said property, the sum of ELEVEN THOUSAND SEVEN HUNDRED SEVENTY AND NO/100 (\$11,770.00) DOLLARS; and

The United States shall, as additional consideration for the execution and delivery of said deed, convey unto Vendor, her heirs, executors, administrators and assigns, the perpetual right, privilege and easement, exclusive of any water right or water rights, to install, replace, maintain and use thereon a pumping plant with all necessary appurtenant structures at a point on the intake canal of the Delta-Mendota Canal of the United States approximately 57 feet north from the centerline and approximately 103 feet south from the inside shoulder of the north bank thereof at or near Canal Station L53+50, together with the right to pump such water as rights thereto are hereinabove reserved from said canal for the irrigation of Vendor's remaining land adjacent to said intake canal which had previously been irrigated from point of diversion No. 2 located within the Southwest 1/4 of the Northeast 1/4 of Section 29, as described in Permit No. 2268 of the Division of Water Rights of the State of California, approved October 10, 1925. The United States agrees to transport and convey through said canal to the pump constructed by Vendor said Vendor's riparian, appropriative or prescriptive waters, provided, however, that said water so to be transported for use of Vendor shall not exceed the rate of one (1) cubic foot per second continuous flow to each eighty (80) acres of irrigated land formerly irrigated through the facilities located at said point of diversion No. 2. Vendor shall at all times have the right of ingress to and egress from Vendor's remaining land adjacent to said intake canal to said pumping plant, by the shortest practicable route approved by the Construction Engineer of the United States in charge of the construction of said intake canal over lands of the United States in order to operate, repair, maintain and renew said pumping plant and necessary appurtenant structures, provided that any pumping plant or irrigation facility installed on said easement shall be installed, operated and maintained at Vendor's sole expense, and

shall be installed at the time, in the manner and in accordance with plans and specifications approved in advance by said Construction Engineer, and provided that said right of way and easement shall be constructed and used in such a manner as not to interfere with or endanger the facilities of the United States on said land. The United States hereby agrees that it will not interfere with Vendor's existing pumping plant now located on said 2.77-acre parcel of land until completion of the installation of said new pumping plant, and Vendor agrees to commence said construction immediately upon the execution of this contract and to prosecute said work with all possible dispatch.

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The United States agrees that it will construct and maintain its development on the lands herein agreed to be conveyed so as to afford protection to the adjacent lands of Vendor equal to that which has been had by the use of the levee now located upon the said lands to be conveyed, in such manner as shall be determined is reasonable, necessary and proper to afford such protection, except that such maintenance shall not interfere with the use of said land by the United States or the operation or maintenance of its development now or hereafter constructed thereon, and the United States hereby agrees that Vendor shall have the right of ingress and egress over and across the hereinabove described land for the purposes of reconstructing, repairing and maintaining the levee or other protective developments to be constructed by the United States along or adjacent to the northerly boundary line of said lands, in the event that the United States shall fail to repair and maintain said levee so as to afford protection to the remaining lands of Grantor equal to that afforded by the levee now located on the land herein described, which said levee to be constructed by the United States shall have a proper connection with existing levees at the easterly and westerly end of the said tract of land hereinbefore described.

5. Liens or encumbrances existing against said property may, at the option of the United States, be removed by reserving from the purchase price the amount necessary, and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance as against this contract, nor as an assumption of the same by the United States. Abstracts or certificates of title and title insurance on the said property will be procured by and at the expense of the United States.

6. Upon the execution of this contract by the United States, it shall have at all times the unrestricted right to enter upon

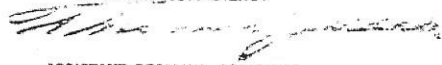
the land described in Article 3 and survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, free of any claim for damage or compensation on the part of the Vendor.

7. This contract shall inure to the benefit of and be binding on the heirs, executors, administrators and assigns of the Vendor, and the successors and assigns of the United States.

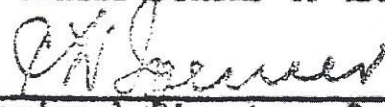
8. The Vendor warrants that she has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business with others than the Government.

9. No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this contract or agreement, or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to this contract if made with a corporation for its general benefit.

IN WITNESS WHEREOF the parties have hereto signed their names the day and year first above written.

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

ASSISTANT REGIONAL SOLICITOR
DEPARTMENT OF THE INTERIOR

THE UNITED STATES OF AMERICA

By 
Regional Director, Region 2
Bureau of Reclamation

(Sgd.) Grace S. Ritchie

(Sgd.) Rod E. Tiernan
Witness

C-5/6

STATE OF CALIFORNIA)
County of San Joaquin) ss.

On this 3rd day of November, in the year 1955,
before me TOM H. LOUITTIT, a Notary Public in and
for the County and State aforesaid, personally appeared _____
GRACE S. RITCHIE, a widow,

known to me to be the person whose name is subscribed to the
within instrument, and acknowledged that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official
seal the day and year in this certificate first above written.

(S E A L)

(Sgd.) TOM H. LOUITTIT
Notary Public

in and for the County of
San Joaquin, State of
California

My commission expires:

May 11, 1957

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