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**IN UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

THE UNITED STATES OF AMERICA,

Plaintiff,

v.

2,560 ACRES OF LAND, more or less, situated in Imperial County, California, DONALD L. CRAWFORD, M. ALICIA CRAWFORD, and RAYMOND KONG,

Defendants.

CASE NO: 07 CV 1017 IEG(RBB)

**FINAL ORDER OF
JUDGMENT APPROVING
SETTLEMENT AS TO JUST
COMPENSATION**

Upon consideration of the Settlement Agreement (Document No. 84) filed by Plaintiff United States of America (“United States”) and Defendants Donald & M. Alicia Crawford, Raymond Kong, and California Earth Minerals, Corp. (collectively, “Defendants”), and after examining the record of all the proceedings in this action, this Court makes the following findings:

1. This Court has jurisdiction over the parties and the subject matter of this action.
2. Donald and M. Alicia Crawford and Raymond Kong are the owners of

07cv1017

1 fee simple title to the property described in Schedule “B” of the Complaint and
2 Declaration of Taking (Doc. Nos. 1, 4).

3 3. The estate described in Schedule “C” of the Complaint and
4 Declaration of Taking, namely a one-year leasehold commencing October 1, 2006,
5 and ending September 30, 2007, extendible yearly thereafter until September 30,
6 2011, at the sole election of the United States, was taken by the United States.
7 Under the terms of said condemned lease, the Defendants may continue use of
8 Defendants’ clay placer (surface) mining operations on Parcel 52C for two weeks
9 every quarter, subject to the requirements that (i) the Defendants provide the
10 United States a 2-week advance written notice of Defendants’ proposed schedule
11 of clay placer (surface) mining on Parcel 52C and (ii) the United States approves
12 Defendants’ requested mining schedule, provided that military exercises have not
13 already been scheduled for a requested date or that there has been no national
14 emergency declared by the President. The United States exercised its options to
15 extend said leasehold from October 1, 2007, through September 30, 2008, and
16 from October 1, 2008, through September 30, 2009. Title to said leasehold estate
17 has been properly acquired.

18 4. The United States deposited \$136,969.41 into the registry of the Court
19 for the benefit of the persons entitled to just compensation for the taking of the
20 estate described in Schedule “C” of the Complaint and Declaration of Taking.

21 5. All record title owners of the Property described in the Complaint and
22 the Declaration of Taking have been served with process.

23 6. As of the date of this judgment, Donald and M. Alicia Crawford and
24 Raymond Kong are the sole owners in fee simple of the Property described in the
25 Complaint and Declaration of Taking and are the only persons or entities entitled
26 to compensation for the taking of the Property described in the Complaint and
27

1 Declaration of Taking.

2 7. As to the just compensation claim of Donald and M. Alicia Crawford
3 and Raymond Kong and California Earth Minerals Corp., there exists a \$94,848.09
4 deficiency between the deposited estimated just compensation of \$136,969.41 and
5 the stipulated just compensation of \$231,817.50, inclusive of interest.

6
7 IT IS ORDERED, ADJUDGED, AND DECREED:

8 I.

9 The Settlement Agreement between the United States and Donald and M.
10 Alicia Crawford, Raymond Kong, and California Earth Minerals Corp. is approved
11 and incorporated herein.

12 II.

13 The title to the leasehold estate condemned in this proceeding vested in the
14 United States retroactively on October 1, 2006. Title to the leasehold estate, as
15 specifically set forth in the Complaint and Declaration of Taking, is vested in the
16 United States of America, free and clear of any liens or claims whatsoever.

17 III.

18 The sum of \$231,817.50, inclusive of interest, is full and just compensation
19 and in full satisfaction of any and all claims of whatsoever nature that Defendants
20 may have against the United States by reason of the institution and prosecution of
21 this action and taking of the Property described in the Complaint and Declaration
22 of Taking. Should the United States elect to exercise one or both of its remaining
23 one-year options, \$79,567.50 is ordered as additional just compensation for each
24 option-year so exercised. As to any future condemnation action regarding the
25 subject property, nothing herein shall limit Defendants' right to (1) plead any
26 particular affirmative defense, or (2) raise any particular just compensation

1 valuation argument.

2 IV.

3 The United States shall pay into the registry of the Court the sum of
4 \$94,848.09, which is the difference between the deposited estimated just
5 compensation of \$136,969.41 and the stipulated just compensation of \$231,817.50.
6 Upon receipt of the deficiency in the amount of \$94,848.09, the Clerk of this Court
7 shall disburse \$94,848.09 to Donald and M. Alicia Crawford and Raymond Kong,
8 care of Raymond Kong. Should the United States elect to exercise one or both of
9 its remaining one-year options, the United States shall pay directly to Defendants
10 \$79,567.50, inclusive of all interest and escalating factors, for each option-year so
11 exercised. No additional rental compensation shall be due for any option-year not
12 so exercised by the United States.

13 V.

14 In the event that any other party is ultimately determined by a court of
15 competent jurisdiction to have any right to receive compensation for the property
16 taken in this case, Defendants Donald and M. Alicia Crawford and Raymond Kong
17 shall refund into the Registry of the Court the compensation distributed herein, or
18 such part thereof as the Court may direct, with interest thereon calculated in
19 accordance with the provisions of 40 U.S.C. § 3116, from the date of receipt of the
20 deposit by Defendants Donald and M. Alicia Crawford and Raymond Kong to the
21 date of repayment into the Registry of the Court.

22 VI.

23 The parties shall be responsible for their own legal fees, costs and expenses
24 (including attorneys' fees, consultants' fees, appraisers' fees and any other
25 expenses).

26 VII.

1 Upon payment and disbursement as detailed in paragraph IV of this Final
2 Judgment Approving Settlement as to Just Compensation this case may be closed.

3 **IT IS SO ORDERED.**

4 **DATED: June 30, 2009**

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6 IRMA E. GONZALEZ, Chief Judge
7 United States District Court
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