

# NON-FEDERAL SPONSOR PACKAGE



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# **NON-FEDERAL SPONSOR PACKAGE**

## **1. INTRODUCTION**

The Water Resources Development Act of 1986 (Public Law 99-662) made numerous changes in the way the U. S. Army Corps of Engineers (Corps) projects are planned, evaluated and funded.

Costs of water resource studies and projects are shared between the Federal Government (Government) and the non-Federal interest (Non-Federal Sponsor) in accordance with guidance provided by Federal laws, primarily the 1986 Act.

Non-Federal Sponsors are required by law to furnish real estate interests required for cost shared projects. It will be necessary to include a provision in the Project Partnership Agreement (PPA) which states that the Non-Federal Sponsor will provide all lands, easements, rights-of-way, relocations, and disposal/borrow areas (LERRD) required for construction, operation, and maintenance of the project.

It will also be necessary to include a provision in the PPA in which the Non-Federal Sponsor agrees to comply with the applicable principles of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646) as amended by Public Law 100-17. It will contain other important provisions, some of which may be generic in nature and some specific to the particular project.

During early planning stages, a copy of a standard PPA will be provided to the Non-Federal Sponsor by the Plan Formulator/Project Manager. The PPA will be refined to exactly fit the specific project as the study progresses.

## **2. PROJECT PHASES**

### **A. Reconnaissance Study**

Real Estate Division's involvement in a local cooperation project begins with the initial identification of a potential project. The U. S. Army Corps of Engineers (Corps) launches a 100% Federally-funded Reconnaissance Study, which usually takes twelve months to complete. Real Estate Division works with Engineering/Planning Division to estimate administrative costs of completing the study, to establish preliminary project boundaries, and to

prepare rough cost estimates for necessary lands, easements, rights-of-way, relocations, and disposal/borrow areas (LERRD).

An important aspect of the Reconnaissance Study is the assessment of local support and willingness and capability of a Non-Federal Sponsor to share in the cost of a Feasibility Study. Real Estate Division will consult with the potential Non-Federal Sponsor to insure the Non-Federal Sponsor's understanding of its future real estate related requirements. Among the issues addressed at this stage are:

- (1) Real estate acquisition requirements and procedures.
- (2) Appraisal requirements.
- (3) Non-Federal Sponsor's resource capabilities.
- (4) Approval of Non-Federal Sponsor's appraiser(s).
- (5) Obtaining rights-of-entry for future studies.
- (6) Requirements of PL 91-646.
- (7) Acquisition of LERRD by the Corps on behalf of the Non-Federal Sponsor.
- (8) Crediting.

The Reconnaissance Study ends with the submission of a Reconnaissance Report which contains an assessment of water and related land resources problems and opportunities specific to the study area. The report concludes with a recommendation as to whether to continue to a Feasibility Study. Among the documents reviewed prior to determining whether or not a project will go forward are the draft Feasibility Cost Sharing Agreement (FCSA) and the Scope of Studies (SOS). Real Estate Division will participate in the preparation of these documents. The SOS is important in that it allocates the work to be done in the Feasibility phase between the Non-Federal Sponsor and the Corps. The Feasibility Study is cost shared 50/50 between the Non-Federal Sponsor and the Corps.

## B. Feasibility Study

The purpose of the Feasibility Study is to further evaluate alternatives presented in the Reconnaissance Report through the development and analysis of detailed engineering, economic, real estate, environmental and design criteria and to describe a recommended plan.

The following represents real estate related activities to be performed:

- (1) Refine project boundaries and acreage requirements and begin documenting ownerships.
- (2) Attorney's Opinions of Compensability for utilities.
- (3) Refine cost estimate/Prepare Gross Appraisal.
- (4) Obtain rights-of-entry.
- (5) Draft Project Partnership Agreement (PPA).
- (6) Draft Crediting Plan.
- (7) Prepare Real Estate Plan (REP).
- (8) Draft Memorandum of Agreement (MOA) if Corps acquiring LERRD on behalf of Non-Federal Sponsor.
- (9) Complete Capability Assessment Checklist.
- (10) Coordination between Corps Real Estate Division and the Non-Federal Sponsor relating to administrative costs and acquisition schedule.

The items may vary depending on the type of project involved and allocation of tasks in the SOS.

During the feasibility phase, Real Estate Division will attend public meetings on the project and advise the Non-Federal Sponsor on real estate requirements. In addition, Real Estate Division will more thoroughly explain crediting procedures to the Non-Federal Sponsor and provide the Non-Federal Sponsor with a draft copy of a Crediting Plan which identifies responsibilities of the Non-Federal Sponsor and the Corps with respect to the crediting process, and assures that there is an understanding of allowable and allocable credits and the procedures to be followed in making credit claims. A schedule for real estate acquisition activities will be developed at this time. The Feasibility Report provides a complete presentation of study results and findings, including economic and environmental issues.

A public landowners meeting shall be conducted in accordance with Section 302 of the Land Acquisition Policy Act of 1960, Public Law 86-645 (33 USC 597). This meeting is to advise and provide information to landowners in and adjacent to the authorized project of the intent to acquire property, acquisition schedules, type of land interests to acquire, the general policies that control land acquisition, the approximate acquisition lines, and management of the project. At a minimum, information regarding the following matters should be disseminated at the public meeting:

1. Factors considered in making the appraisals

2. Desire to purchase property without going to court
3. Legal right to submit to condemnation proceedings
4. Payments for moving expenses or other losses not covered by appraised market value
5. Occupancy during construction
6. Removal of improvements
7. Payments required from occupants of Government acquired land
8. Withdrawals by owners of deposits made in court by Government
9. Use of land by owner when easement is required

### C. Preconstruction Engineering and Design

During this phase, the local Corps office continues detailed technical studies and investigations needed to begin construction. Plans and Specifications, detailed drawings and instructions for building the project, are prepared. Meetings continue with the Non-Federal Sponsor.

### D. Construction



This phase begins after the District receives funds specifically appropriated by Congress for construction and the PPA detailing the Non-Federal Sponsor and Corps responsibilities during construction, operation, and maintenance is finalized and executed.

Even though the Non-Federal Sponsor has the responsibility to provide LERRD, the Corps may, at the request of the Non-Federal Sponsor, physically perform any necessary acquisition on the Non-Federal Sponsor's behalf. This does not, however, relieve the Non-Federal Sponsor of any cost sharing obligations relating to LERRD. A separate Memorandum of Agreement (MOA) will be developed to set forth the particulars of this arrangement and will be executed concurrently with the PPA. If the Non-Federal Sponsor has the resources and the legal capability to acquire LERRD for the project then they will normally perform those activities. A decision should be made early in the planning process as the estimates in the Reconnaissance and Feasibility Reports reflect the administrative costs involved and the estimate will need to specify whether the estimated costs were based on the Non-Federal Sponsor acquiring LERRD or the Corps acquiring on their behalf. When Non-Federal Sponsor funds are received by the Corps, Real Estate Division begins to work with the Non-Federal Sponsor in maintaining the LERRD acquisition schedule developed during the Feasibility level of study. Real Estate Division

coordinates with the Non-Federal Sponsor in preparing final real estate maps, legal descriptions, estate requirements, appraisals, title information, and to complete negotiations, relocations and closings.

All LERRD must be acquired in accordance with the PPA, the provisions of the Water Resources Development Act of 1986, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, PL91-646. When all required interests in lands have been obtained, the Non-Federal Sponsor must provide the Corps with an Authorization for Entry for Construction and Attorney's Certificate of Authority. These forms are found in the back of this booklet. Real Estate Division will provide a review to assure that appropriate interests have been acquired. If all necessary environmental clearances have been obtained, the PPA has been executed, and all other pre-advertise activities have been completed, Real Estate Division will provide a Memorandum to the Project Manager certifying that lands are available for the project and that the construction contract can be advertised.

During the construction phase, the features agreed to by the Corps and the Non-Federal Sponsor are built and begin functioning. Construction is complete when inspected, accepted from the contractor, and turned over to the Non-Federal Sponsor for use, operation, and maintenance.

#### E. Crediting and Completion

The final phase involves the determination of actual project costs and credits due the Non-Federal Sponsor, reconciliation of records, and closing of active records. Further information about the credit process is included elsewhere in this booklet.

### 3. LAND ACQUISITION

As stated above, land acquisition takes place during the Construction Phase. Before any project can be built, there must be land on which to build. Even though land acquisition is the responsibility of the Non-Federal Sponsor, the Corps provides a review of the acquisition process to ensure that the required real estate is available for each project which is constructed. While the Project Manager has the responsibility for overall coordination of the project, it is the responsibility of the Real Estate Division to coordinate with the Non-Federal Sponsor in the acquisition of all real estate interests necessary for the project. It is important also to track activities to ensure that acquisition by the Non-Federal Sponsor proceeds in accordance with the approved schedule.

The cost-sharing provisions contained in the PPA between the Corps and the Non-Federal Sponsor are, as previously stated, required by the Water Resources Development Act of 1986 (Public Law 99-662). For structural flood control projects, the Non-Federal Sponsor is required to relocate affected utilities and facilities and to provide all LERRD necessary for the construction, operation and maintenance of the project. The Non-Federal Sponsor must contribute a minimum 35 per cent of the total project costs with at least 5 per cent in cash. For lands the Non-Federal Sponsor already owned when the PPA was executed, credit is based on the fair market value of the LERRD on the day the Authorization for Entry is provided by the Non-Federal Sponsor to the Corps as determined by an appraisal obtained by the Non-Federal Sponsor. The fair market value of LERRD acquired by the Non-Federal Sponsor after the effective date of the PPA for the project is the fair market value of the real property interests at the time the interests are acquired. For land acquired by the Non-Federal Sponsor within a five year period prior to the date the PPA is signed, or any time after the agreement is signed, the credit will also include the costs of acquisition such as closing and title costs, appraisal costs, survey costs, attorney's fees, mapping costs, plus necessary and reasonable indirect costs. In addition, the costs of providing relocation assistance to persons and businesses displaced by the project are creditable.

Usually, land acquisition for the project begins after the PPA is signed by both parties. Occasionally, however, a Non-Federal Sponsor will wish to begin the process before the PPA is finalized. The Non-Federal Sponsor should be aware that all actions taken before the formal execution of the PPA are at the Non-Federal Sponsor's risk. Those risks include, but may not be limited to the following:

- Congress may not appropriate funds to construct the proposed project.
- The proposed project may otherwise not be funded or approved for construction.
- A PPA mutually agreeable to the Non-Federal Sponsor and the Government may not be executed and implemented.
- The Non-Federal Sponsor may incur liability and expense by virtue of its ownership of contaminated lands, or interests therein, whether such liability should arise out of local, state, or Federal laws or regulations including liability arising out of CERCLA, as amended.
- The Non-Federal Sponsor may acquire interests or estates that are later determined by the Government to be inappropriate, insufficient, or otherwise not required for the project.
- The Non-Federal Sponsor may initially acquire insufficient or excessive real property acreage which may result in additional negotiations and/or benefit payments under PL 91-646 as well as the payment of additional fair market

value to affected landowners which could have been avoided by delaying acquisition until after PPA execution and the Government's notice to commence acquisition.

- The Non-Federal Sponsor may incur costs or expenses in connection with its decision to acquire or perform LERRD in advance of the executed PPA and the Government's notice to proceed which may not be creditable under the provisions of Public Law 99-662 or the PPA.

Steps for acquisition of LERRD are outlined below. They are arranged by subject matter and are generally in chronological order. There may be substantial overlap when elements of more than one step will be performed at the same time. For example, the Non-Federal Sponsor should begin the process of contracting for appraisal services as soon as possible, even though it is set forth in Step D. The steps outlined coordinate with the credit review process and will ensure that (1) real estate is available for construction to proceed without delay, and (2) the Non-Federal Sponsor will receive the maximum allowable credit for acquired real estate.



#### A. Transmittal of Final Right-of-Way Drawings

This process begins with transmittal of the right-of-way drawings from the Corps to the Non-Federal Sponsor, along with the request to acquire the real estate interests necessary to construct the project. The Non-Federal Sponsor is instructed to acquire the minimum real estate interest necessary for the project. The right-of-way drawings will identify the real estate interests to be acquired (i.e., flowage, channel, road, temporary work area easements for borrow and/or disposal) and their locations. Accompanying the drawings will be a standardized wording for each real estate interest, which we call the "recommended estate." The Non-Federal Sponsor may acquire the full fee interest in any or all of the tracts, but credit will be given only for the value of the recommended estates, unless prior approval is obtained for a greater estate. The appraisals should value the approved interests.

#### B. Survey of Project Boundaries

The first duty of the Non-Federal Sponsor is to obtain a property line survey for the project boundary. The right-of-way drawings may locate the project boundary within a coordinate system and show tie-ins to the land survey system. However, it will be necessary for the Non-Federal Sponsor to completely describe the project boundaries by bearing and distance. In

addition to surveying the project boundary, a survey will be required along the lines of taking for each of the different estates. If the survey indicates a need for adjustments to coordinates, the Corps must concur with any changes. From the survey, the Non-Federal Sponsor should develop a survey map which should be reviewed by Real Estate Division for comparison with the right-of-way drawings.



### C. Ownership, Mapping and Legal Description

A "tract" is each individual parcel in the project under separate ownership and is the basic unit of review used by the Real Estate Division to determine real estate credits for the Non-Federal Sponsor. From the survey map, the Non-Federal Sponsor prepares a legal description for each tract in the project and develops a project ownership map for each property. Before ordering appraisals, the legal descriptions and ownership maps should be reviewed by Real Estate Division. This is to ensure that all the land within the project boundaries is included in the Non-Federal Sponsor's acquisition plans. Once all ownerships have been identified, the owners should be informed of approved project features, project boundaries, and acquisition procedures. This may be disseminated through any media deemed appropriate (small workshop, formal public meeting, individual letters).

### D. Appraisals

The PPA provides that the fair market value of each tract in the project be determined by an appraisal of the property provided by the Non-Federal Sponsor. The appraisals must be prepared by a qualified appraiser that is selected or employed by the Non-Federal Sponsor and must also be acceptable to the Corps. The appraisals must be prepared in accordance with "Uniform Appraisal Standards for Federal Land Acquisitions" and "Uniform Standards for Professional Appraisal Practice" (USPAP). Prior to choosing an appraiser, the Non-Federal Sponsor should submit qualifications of prospective appraisers to the Real Estate Division for approval. A written contract should then be entered into between the Non-Federal Sponsor and a contract appraiser. The contract should provide controls necessary for timely completion of professional appraisal reports. To assure that full credit is received, each appraisal will be reviewed by the Corps Review Appraiser prior to an offer being made to the landowner. For low value tracts where the estimated fair market value is less than \$10,000, the Non-Federal Sponsor and the Corps may stipulate to the fair market value.



## E. Negotiations

The next step is for the Non-Federal Sponsor's representative to contact the property owners and negotiate to purchase the tracts required for the project. The negotiator should keep a brief narrative record of each contact with each property owner. This negotiator's report should be kept by tract and be included in the tract file. Federal statutes entitled "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" (Public Law 91-646) and Title IV, "Uniform Relocation Act Amendments of 1987", (Public Law 100-17) impose certain requirements on the acquisition of property for Federally funded projects. Among other things, the initial offer to purchase must be at least the fair market value of the reviewed and approved appraisal. The Non-Federal Sponsor must pay all reasonable closing costs as well. A written purchase agreement should be used which gives the Non-Federal Sponsor immediate possession of the tract if it is vacant, or provides for a date the property will be vacated if it is occupied. To ensure that the Non-Federal Sponsor receives full credit, any offer over the appraised value must be submitted to Real Estate Division for approval before it is accepted by the Non-Federal Sponsor, along with justification for the price. If prior approval is not received, credit is limited to the approved appraisal amount. If negotiations are successful, the purchase can be closed, the landowner paid, and the deed recorded. If no purchase price can be agreed upon, the Non-Federal Sponsor must acquire the tract by condemnation.

## F. Condemnation

If the Non-Federal Sponsor and the landowner cannot agree on a price for a certain parcel of land or if there are insurmountable title problems, then a condemnation action must be initiated. The Non-Federal Sponsor has a choice of two avenues for condemnation. First, if the Non-Federal Sponsor has condemnation authority, State condemnation procedures may be used. The typical time frames for hearings and possession depend, to a great extent, upon the local practice where the property to be condemned is located. Second, the Non-Federal Sponsor may request Real Estate Division to file the action in Federal court on behalf of the Non-Federal Sponsor. Historically, Real Estate Division has been able to obtain possession of necessary property within four to six months. Insofar as awards and settlements are concerned, the variances between State and Federal court will depend upon innumerable factors. Examples of these factors are the experience and talent of the attorneys involved and the particular facts of each case. These intangibles are not

capable of absolute quantitative analysis and should be discussed with the Real Estate Division.



#### G. Relocation Assistance

Public Law 91-646, as amended, and the PPA require the Non-Federal Sponsor to provide relocation assistance to all people and businesses which are displaced by the project. Title II of the Act requires that certain benefits be paid and assistance be given to all persons and businesses which must be relocated from their homes or places of business because of a Federally-funded project. These benefits include moving and related expenses for dwellings and businesses, replacement housing payments for both homeowners and tenants, and relocation advisory services. Before the project is started, the Non-Federal Sponsor must verify that housing is available for all persons who will be displaced from their residences because of the project. Before relocating any persons or businesses, the Non-Federal Sponsor should contact Real Estate Division for a detailed review of the procedures and requirements.

#### H. Acquisition on Behalf of the Non-Federal Sponsor

It is the responsibility of the Non-Federal Sponsor to acquire LERRD and perform required relocations of facilities and utilities. The Non-Federal Sponsor may request in writing that the Government perform acquisition of LERRD. If the Government elects to perform the acquisitions, it will notify the Non-Federal Sponsor in writing that sets forth the applicable terms and conditions, which must be consistent with the PPA. The general requirements for the Corps to provide acquisition services for the Non-Federal Sponsor are as follows:

(1) Payment by the Non-Federal Sponsor of all estimated land acquisition costs, including all administrative costs, in advance of the actual work being performed. If the actual costs of the acquisitions performed by the Government are less than the Non-Federal Sponsor up-front payments, the difference will be returned to the Non-Federal Sponsor. If actual costs are more than the up-front payments, a request will be made of the Non-Federal Sponsor for additional funds.

(2) A written Memorandum of Agreement (MOA) between the Government and the Non-Federal Sponsor setting forth the terms and conditions of the land acquisition arrangement.

(3) The property will be acquired in the name of the Non-Federal Sponsor, unless eminent domain/condemnation is warranted. In the event of condemnation, the Non-Federal Sponsor must agree to accept title from the Government.

(4) Acquisition by the Corps on behalf of the Sponsor will be conducted in accordance with Federal laws, practices and procedures.

(5) Acquisition or condemnation on behalf of the Non-Federal Sponsor will not change the credit that the Non-Federal Sponsor may be entitled to under the terms of the PPA.

(6) The Non-Federal Sponsor will not receive credit for lands acquired from other Federal Agencies if the acquisition of same was accomplished at no cost.

Real Estate Division will work closely with the Non-Federal Sponsor's real estate representative during all phases of the project. The Coordinator will provide copies of suggested formats to be used in different phases of acquisition and will offer guidance and assistance as needed.

#### I. Making Real Estate Available for Construction



The Non-Federal Sponsor should transmit title evidence for each tract to the Real Estate Division. Generally, this evidence will consist of a Title Insurance Policy, Certification of Title, or a Title Opinion by the Non-Federal Sponsor's attorney indicating the scope of the title examination. A copy of the deed or any judgment covering lands acquired by the Non-Federal Sponsor should also be submitted. In lieu of purchasing commercial title insurance, the Non-Federal Sponsor may certify that it will be self-insuring as to the title to the real estate. As self-insurer, the Non-Federal Sponsor will be expected to stand behind their acquisition documents and if any are challenged, to take whatever steps are required, through the payment of money or court proceedings or both, to hold title to the property. The title evidence for each tract will be reviewed by a Real Estate Division attorney, who must certify that sufficient real estate has been acquired for the project before the construction contract can be advertised. When acquisition is complete, the Non-Federal Sponsor must provide an Authorization for Entry for Construction to the Government, which grants the Corps the right to enter onto the property to construct the project. Real Estate Division must receive this document and

also an "Attorney's Certificate of Authority" before the construction contract can be advertised.



## J. Records

The Non-Federal Sponsor should develop an individual file for each tract, or group of tracts under a single ownership, and all documents and correspondence should reference a tract number. The files should contain at least the following: Evidence of compliance with Public Law 91-646, as amended, legal descriptions, maps, initial offer letters with required notices, title evidence, negotiator's reports, appraisals and reviews, conveyance documents, determination of comparable replacement housing, records of contacts with displaced persons, closing statements, and judgments and orders if condemnation is used to acquire property. Accurate financial records are required by the PPA and must be kept for verification of claims by audit. Records should include all reasonable data to justify claims for displaced persons or businesses (determination of comparable replacement housing, copies of invoices, moving cost estimates, claims filed by displaced persons, and the deed to the replacement property).

Incidental and overhead costs related to LERRD should be verifiable by a review of the Non-Federal Sponsor's accounting records. It is recommended that the Non-Federal Sponsor review its files and accounting systems with appropriate Corps personnel in the early stages of the project. Accurate records are essential to the principles of cost sharing and local cooperation.



## K. Claims for Credit

The Non-Federal Sponsor's share of total project cost will include the cost of LERRD. The claim for credit for lands, including lands for facility and utility relocations with supporting documents should be submitted by the Non-Federal Sponsor to the Real Estate Division within 60 days after the right-of-entry for construction is made available to the Government. All other items such as Public Law 91-646 relocation payments, unresolved condemnation cases, and other associated costs may be submitted annually or earlier if possible. The Chief, Real Estate Division, will review and approve a Non-Federal Sponsor's request for LERRD credit and return to the Project Manager for final approval and entry into the accounting records.

In order to facilitate this process and to assure that the Non-Federal Sponsor receives the maximum credit due, certain steps must be followed if the Non-Federal Sponsor performs acquisition activities:

(1) Within six months after authorization of the project, advice should be given to the public concerning the timing of the acquisition and also the extent to which acquisition will be accomplished. This information may be given through the media best adaptable under the circumstances. After the PPA is signed, the Non-Federal Sponsor should conduct a landowners' meeting with attendance by the Corps to discuss more specific items such as acquisition lines, appraisal procedures, relocation benefits provided under Public Law 91-646, etc.

(2) Real Estate Division shall participate in selecting and approving the Non-Federal Sponsor's appraiser prior to official selection by the Non-Federal Sponsor. In no event may the selected appraiser have an interest in the land appraised or a business or family relationship with the owner. The Corps appraiser will also discuss with the Non-Federal Sponsor other Government requirements relative to appraisal issues such as form, content, and appraisal standards to be followed. The Corps Real Estate Division must also review and approve individual tract appraisals before offers are made to the landowners.

(3) The Non-Federal Sponsor must furnish Real Estate Division with copies of the pertinent documents and correspondence which pertain to each tract of land acquired. Those documents will include, but not necessarily be limited to, copies of the legal description and map of the ownership, title policy, appraisal, initial offer letters, contract between the Non-Federal Sponsor and landowner, orders and judgments in the event of condemnation, and closing information. Other documentation for credit may be requested as appropriate. All submitted documentation must clearly be linked to the project, i.e, project name, tract/parcel numbers, etc.

(4) In order to receive credit for land payments above the appraisal amount, the Non-Federal Sponsor must request and receive an approval letter from the Chief, Real Estate Division. Stipulated settlements of court actions must also receive written approval of the Chief, Real Estate Division.

Lands which the Non-Federal Sponsor owns prior to award of the first construction contract covering work pursuant to the PPA will be valued for credit purposes as of the date they are made available. An appraisal report will need to be made. If it was acquired reasonably close to award date with an appraisal report that can be updated and is otherwise acceptable, the report may be approved for credit purposes. For lands which the Non-Federal

Sponsor owned prior to the award of the first construction contract which have substantially changed in value, alternative credit valuation may be available in exceptional circumstances and upon request of the Non-Federal Sponsor and at the sole discretion of the Assistant Secretary of the Army for Civil Works.

Credit for lands acquired after award of the first construction contract will be based on value at the date of acquisition.

If the Non-Federal Sponsor acquires lands by condemnation action one year prior to execution of the PPA or later, credit will be based on court award, or on stipulated settlements that have received prior Government approval. Such cases and settlements must be based on appraisals approved by the Government.

Except in the case of federally-owned land, the fair market value of all LERRD will be included in total project costs. The Non-Federal Sponsor will receive credit for any donated LERRD at the time it is made available for construction.

The Non-Federal Sponsor will receive no credit for lands acquired from other Federal agencies if acquired at no cost.

If the Non-Federal Sponsor acquires more land than is needed for the project, then only the required lands will be credited.

The Sponsor shall not receive credit for lands previously acquired as items of local cooperation for a Federal project.

The Non-Federal Sponsor will not receive credit if using other Federal assistance funds except where Congress has authorized that funds from another Federal program may be used. It is the responsibility of the Non-Federal Sponsor to identify and disclose its receipt of Federal funds. The Non-Federal Sponsor must obtain a determination from the agency that administered the statute that there are no restrictions on use of the funds as related to purchasing lands and receiving credit under Public Law 99-662, Water Resources Development Act of 1986.

For lands already owned, the Non-Federal Sponsor will receive no credit for increase in value due to assemblage, subdivision designation, or zoning changes within the five year period preceding execution of the PPA.

On Section 14 projects, the Non-Federal Sponsor will receive no credit for lands which are a part of the facility being protected.

No credit will be given for goodwill, consequential damages, or personal property.

No credit will be given for lands within the navigation servitude.

All claims associated with the acquisition of real estate should be submitted to the Real Estate Division. Claims for any approved engineering, planning and construction work, and for the planning and construction of utility relocations should be submitted to the Project Manager. All claims must be in writing, be itemized, include as an attachment all appropriate supporting documentation, and include a certification that the funds have been expended by the Non-Federal Sponsor. All land value claims should be submitted within 180 days after the "Authorization for Entry for Construction" has been transmitted to the Government. All other claims should be submitted as soon as possible to ensure that the maximum amount of approved credit is applied when the Non-Federal Sponsor is required to make cash contributions under the formula set forth in the PPA.

As much as possible, real estate related expenditures should be attributed to individual tracts. However, with sufficient documentation, some claims may be submitted as a lump sum for the project. These claims can be submitted separately and should not include any amounts claimed for individual tracts. Appropriate documentation of all items claimed should accompany these forms when they are submitted to the Real Estate Division. Appropriate documentation for expenses such as mapping, legal fees, recording fees, titles, appraisals, etc, should include, at a minimum, invoices and copies of canceled checks to verify payments. These items must clearly be linked to the project, i.e, project name, tract/parcel numbers, etc.

The Non-Federal Sponsor will receive credit for the actual associated direct and indirect costs of acquiring the interests in real estate necessary for the project if found to be reasonable, allowable and allocable. For this purpose, official certified timesheets should be maintained for all personnel involved in the acquisition process, which fully identify the specific purpose for each administrative charge.

To receive credit for lands and damages, relocations, and incidental expenses, the Non-Federal Sponsor must provide documentation to support the following:

1. Land and Damage Payments

- a. Direct Purchase Acquisitions. The Non-Federal Sponsor must provide a copy of the letter of just compensation, together with the recorded deed and check/voucher to the landowner. If the land is corporately owned, the package should include a resolution from the governing board which authorizes sale of the referenced lands. In the case of negotiated settlements and/or administrative settlements, the Non-Federal Sponsor must furnish supporting documentation to include the Non-Federal Sponsor request and justification for the payment amount and the Government's appraisal of the request in the form of written endorsement by the District Chief of Real Estate. In the case of negotiated settlements, the Non-Federal Sponsor justification must explain the reasons why the Local Sponsor considers it in the Government's best interest for the settlement to exceed fair market value.
- b. Condemnations. The Non-Federal Sponsor must provide copies of court documents to include: final judgments, stipulated settlements, and orders for distribution, etc.
- c. Donations. The Non-Federal Sponsor must provide a copy of the landowner's agreement to donate the land in the form of a release which waives the landowner's right to just compensation for the interests granted. An appraisal should be performed even for donations unless the right to an appraisal is waived by the landowner. Note that even if the right to an appraisal is waived by the landowner, an appraisal may still be necessary to determine the value of these property interests for credit.

2. Incidental Real Estate Expenses. The Non-Federal Sponsor must provide documentation to support any of the following activities related to the acquisition of the required real estate interests:

- a. Mapping and Surveying. The Non-Federal Sponsor must provide copies of invoices and canceled checks verifying payment for services. Certified timesheets are required if work is performed by the Non-Federal Sponsor staff. Timesheets should reflect the employee's hourly salary rate and the number of hours worked on the project.

- b. Title Evidence. The Non-Federal Sponsor must provide copies of all title evidence reports, along with applicable invoices and canceled checks, etc.
- c. Appraisals. The Non-Federal Sponsor must provide copies of the contract with the local appraiser, as well as approved appraisal reports and invoices for appraisal services to include canceled checks and invoices.
- d. Negotiations. The Non-Federal Sponsor must provide copies of invoices for negotiation services to include canceled checks for contract work or certified time sheets if negotiations were performed by a Non-Federal Sponsor employee.
- e. Closings. The Non-Federal Sponsor must provide copies of receipts for recording fees, tax payments, etc.
- f. Legal Expenses. Throughout the acquisition process the Non-Federal Sponsor may incur legal expenses. The Non-Federal Sponsor must provide invoices for services by contract attorneys or certified timesheets for services provided by staff attorneys. The invoices and timesheets will reflect the hourly rate for the legal service performed and should describe the legal activity.
- g. Public Law 91-646 Relocation Assistance Benefits. The Non-Federal Sponsor must provide verification of all business and residential relocation and re-establishment expenses incurred in connection with project acquisition. Documentation related to these relocation activities must include copies of approved applications for relocation assistance benefits, as well as contracts and other legal agreements, together with copies of invoices and canceled disbursement checks, which provide evidence of benefits payments to the displaced person or business.
- h. Administrative Expenses. The Non-Federal Sponsor receives credit for various administrative expenses related to the LERRD acquisitions, OMB Circular A-87 (**OMB Circular A-87**, Cost Principles for State, Local and Indian Tribal Governments (05/10/2004) [HTML](#) or [PDF](#))

Detailed administrative expenses that are allowed for credit on federally-funded projects. These expenses include, but are not

limited to, reproduction of materials, telephone usage, project-related travel expenses, etc. To receive credit for these expenses, the Non-Federal Sponsor must provide copies of invoices for services, along with payment verification.

3. Utility/Facility Relocations. The Non-Federal Sponsor must verify and document expenses related to the relocation of utilities and facilities required in connection with project construction. Documentation must include copies of contracts and/or agreements, along with copies of invoices and canceled checks, where appropriate.

#### 4. CONCLUSION

This brochure is intended to provide general real estate information to the Non-Federal Sponsor. A more detailed explanation of real estate related procedures will be provided as project planning progresses. A Real Estate Division Coordinator has been appointed and is available to answer any questions regarding real estate issues.

#### SUMMARY OF ACTIVITIES

The following is a summary of acquisition activities which have been discussed in this brochure in the order in which they normally occur:

Project Partnership Agreement is executed.

Non-Federal Sponsor selects an appraiser and obtains Corps approval.

Non-Federal Sponsor selects a title company or decides to be self-insuring.

Non-Federal Sponsor selects a surveyor.

Final requirements are sent to the Non-Federal Sponsor in map form by Real Estate Division with a letter asking them to begin the acquisition process.

Non-Federal Sponsor obtains title information and assigns Tract Numbers to each parcel of land.

Landowner's Meeting.

Non-Federal Sponsor obtains surveys and prepares legal descriptions and tract maps.

Non-Federal Sponsor obtains appraisals if required (if there are no complex issues and it can be determined with information available that land value will be less than \$10,000, no appraisal is required for crediting purposes). A just compensation offer would be made to the landowner based on Non-Federal Sponsor knowledge of values in the area.

If the owner is donating lands, a waiver letter will be required saying they are aware they are due just compensation but are releasing the Non-Federal Sponsor from the appraisal obligation. If the value is more than \$10,000, an appraisal would be needed later in order for the Non-Federal Sponsor to obtain credit.

Non-Federal Sponsor submits tract appraisals to the Corps for review and approval.

Non-Federal Sponsor furnishes copies of source deeds to property within project boundaries which were owned by the Non-Federal Sponsor at the time the PPA was executed. Appraisals are necessary for crediting purposes if the value is thought to be more than \$10,000.

Negotiations take place with the landowners.

Approval is obtained from the Corps if purchase price exceeds appraisal amount.

Deeds are signed.

Closings, deed recording, etc. take place.

Non-Federal Sponsor assists any occupants with relocation to a decent, safe, and sanitary, replacement property. (See Public Law 91-646).

Non-Federal Sponsor furnishes Authorization for Entry, Attorney's Certificate of Authority, and Certificate of Self-Insurance to the Corps (unless commercial title insurance was obtained). Non-Federal Sponsor should also include copies of deeds, waiver letters, closing sheets and other pertinent acquisition documents.

Within 180 days after lands are made available, the Non-Federal Sponsor should claim credits for land values and administrative costs involved in the acquisition process. Non-Federal Sponsor should include backup documents verifying expenses including labor.

The above information is intended only to be a summary of the major activities involved in the acquisition process. A careful review of this brochure will provide more detailed guidance. Sample documents to assist you in completing the above activities follow this summary.

(Reference [OMB Circular A-133](#), Audits of States, Local Governments and Non-Profit Organizations (includes revisions published in the *Federal Register* 06/27/2003 and 06/26/2007)



# 5. SAMPLES

STANDARD ESTATES

For cost shared projects, where the estate uses the term “operation and maintenance”, use the term “operation, maintenance, repair, replacement and rehabilitation”.

In any estate enumerate the tract numbers only where two or more different estates are acquired in the same deed, complaint or declaration of taking. This applies to all approved estates listed in this Exhibit. The estate recited in an exhibit of a complaint and in paragraph 3 of the declaration of taking will be double spaced. Estates in deeds are single spaced and indented or attached as an Exhibit and incorporated by reference.

### **1. FEE.**

The fee simple title to (the and described in Schedule A) (Tracts Nos. , and ), Subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines. <sup>1</sup>

### **2. FEE EXCEPTING AND SUBORDINATING SUBSURFACE MINERALS.**

The fee simple title to (the land-described in Schedule A) (Tracts Nos. , and ), subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines; excepting and excluding from the taking all (coal) (oil and gas) in and under said land and all appurtenant rights used in connection with the exploration, development, production and removal of said (coal) (oil and gas), including any existing structures and improvements; provided, however, that the said (coal) (oil and gas) and appurtenant rights so excepted and excluded are hereby subordinated to the prior right of the United States to flood and submerge the land as may be necessary in the construction, operation and maintenance of the project; provided further that any exploration or development of said (coal) (oil and gas) in and under said land shall be subject to Federal and State laws with respect to pollution of waters of the reservoir, and provided that the type and location of any structure, improvement and appurtenance thereto now existing or to be erected or constructed on said land in connection with the exploration and/or development of said (coal) (oil and gas) shall be subject to the prior written

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<sup>1</sup> Where an outstanding interest in the subsurface mineral estate is part of a block ownership which is to be excluded from the taking in accordance with paragraph 5-289 (2), the following clause will be added: "excepting and excluding from the taking all interests in the (coal) (oil and gas) which are outstanding in parties other than the surface owners and all appurtenant rights for the exploration, development and removal of said (coal) (oil and gas) so excluded."

approval of the District Commander, U.S. Army Engineer District,  
, or his duly authorized representative. <sup>2</sup>

### **3. FEE EXCLUDING MINERALS (With Restriction on Use of the Surface).**

The fee simple title to the land, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines; excepting and excluding all (coal) (oil and gas), in and under said land and all appurtenant rights for the exploration, development, production and removal of said (coal) (oil and gas), but without the right to enter upon or over the surface of said land for the for the purpose of exploration, development, production and removal therefrom of said (coal) (oil and gas).

### **4. FEE EXCLUDING MINERALS (With Restriction on Use of the Surface and Subordination to the Right to Flood).**

The fee simple title to (the land described in Schedule A) (Tracts Nos. \_\_\_\_, \_\_\_\_, and \_\_\_\_), subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines; excepting and excluding from the taking all (coal) (oil and gas) in and under said land and all appurtenant rights for the exploration, development, production and removal of said (coal) (oil and gas), but without the right to enter upon or over the surface of said land for the purpose of exploration, development, production and removal therefrom said (coal) (oil and gas); provided, however, that the said (coal) (oil and gas) and appurtenant rights so excepted and excluded are subordinated to the prior right of the United States to flood and submerge the land in connection with the operation and maintenance of the \_\_\_\_\_ project.

### **5. FLOWAGE EASEMENT (Permanent Flooding).**

The perpetual right, power, privilege and easement permanently to overflow, flood and submerge (the land described in Schedule A) Tracts Nos. \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_), (and to maintain mosquito control) in connection with the operation maintenance of the project as authorized by the Act of Congress approved \_\_\_\_\_, and the continuing right to clear and remove and brush, debris and natural obstructions which, in the opinion of the representative of the United States in charge of the project, may be detrimental to the project, together with all right, title and interest in and to the timber, structures and improvements situate on the land <sup>3</sup> (excepting \_\_\_\_\_, (here

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<sup>2</sup> See footnote 1

<sup>3</sup> Any structures existing in areas that will be allowed to remain must be evaluated using the same criteria that would be used to grant permission for a new structure to be placed in the easement, in coordination with the operational office..

identify those structures not designed for human habitation which the District Engineer determines may remain on the land)); provided that no structures for human habitation shall be constructed or maintained on the land, that no other structures shall be constructed or maintained on the land except as may be approved in writing by the representative of the United States in charge of the project, and that no excavation shall be conducted and no landfill placed on the land without such approval as to the location and method of excavation and/or placement of landfill; <sup>4</sup> the above estate is taken subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used and enjoyed without interfering with the use of the project for the purposes authorized by Congress or abridging the rights and easement hereby acquired; provided further that any use of the land shall be subject to Federal and State laws with respect to pollution.

## **6. FLOWAGE EASEMENT (Occasional Flooding).**

The perpetual right, power, privilege and easement occasionally to overflow, flood and submerge (the land described in Schedule A) (Tracts Nos. \_\_\_\_, \_\_\_\_ and \_\_\_\_). (and to maintain mosquito control) in connection with the operation and maintenance of the project as authorized by the Act of Congress approved \_\_\_\_\_, together with all right, title and interest in and to the structure; and improvements now situate on the land, except fencing <sup>5</sup>(and also excepting \_\_\_\_\_ (here identify those structures not designed for human habitation which the District Engineer determines may remain on the land )) <sup>6</sup>; provided that no structures for human habitation shall be constructed or maintained on the land, that no other structures shall be constructed or maintained on the land except as may be approved in writing by the representative of the United States in charge of the project, and that no excavation shall be conducted and no landfill placed on the land without such approval as to the location and method of excavation and/or placement of landfill; <sup>7</sup> the above estate is taken subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving,

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<sup>4</sup> If sand and gravel or other quarriable material is in the easement area and the excavation thereof will not interfere with the operation of the project, the following clause will be added: "excepting that excavation for the purpose of quarrying (sand) (gravel) (etc.) shall be permitted, subject only to such approval as to the placement of overburden, if any, in connection with such excavation;"

<sup>5</sup> See footnote 3.

<sup>6</sup> Where substantial residential structures exist in areas subject to very infrequent flooding, and will not interfere with project operations, the following clause may be substituted, however, leaving these structures in place must be evaluated using the same criteria that would be used to grant permission for a new residential structure to be placed in the easement. See EC 405-1-80: "(and also excepting the structure(s) now existing on the land, described as \_\_\_\_\_, which may be maintained on the land provided that portion of the structure(s) located below elevation \_\_\_\_\_ feet, mean sea level, shall be utilized for human habitation to the extent that sleeping accommodations will be maintained therein)". The next clause would then be modified to read "provided that no other structures for . . . . ."

<sup>7</sup> See footnote 4

however, to the landowners, their heirs and assigns, all such rights and privileges as may be used and enjoyed without interfering with the use of the project for the purposes authorized by Congress or abridging the rights and easement hereby acquired; provided further that any use of the land shall be subject to Federal and State laws with respect to pollution.

**7. FLOWAGE EASEMENT (Portions of Land to be Subjected to Permanent Inundation and Portions to be Subjected to Occasional Flooding).**

The perpetual right, power, privilege and easement in, upon, over and across (the land described in Schedule "A") (Tracts Nos. \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ for the purposes set forth below:

a. Permanently to overflow, flood and submerge the land lying below elevation \_\_\_\_\_ (and to maintain mosquito control,) in connection with the operation and maintenance of the project for the purposes as authorized by the Act of Congress approved \_\_\_\_\_, together with all right, title and interest in and to the timber and the continuing right to clear and remove any brush, debris and natural obstructions which, in the opinion of the representative of the United States in charge of the project may be detrimental to the project.

b. Occasionally to overflow, flood and submerge the land lying above elevation \_\_\_\_\_ (and to maintain mosquito control,) in connection with the operation and maintenance of said project.

Together with all right, title and interest in and to the structures and improvements now situate on the land, except fencing above elevation \_\_\_\_\_ (and also excepting \_\_\_\_\_, (here identify those structures not designed for human habitation which the District Engineer determines may remain on the land)) <sup>8</sup> provided that no structures for human habitation shall be constructed or maintained on the land<sup>9</sup>, that no other structures shall be constructed or maintained on the land except as may be approved in writing by the representative of the United States in charge of the project, and that no excavation shall be conducted and no landfill placed on the land without such approval as to the location and method of excavation and/or placement of landfill; <sup>10</sup> the above estate is taken subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used and enjoyed without interfering with the use of the project for the purposes authorized by Congress or abridging the rights and

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<sup>8</sup> see footnote 3

<sup>9</sup> see footnote 6

<sup>10</sup> see footnote 4

easement hereby acquired; provided further that any use of the land shall be subject to Federal and State laws with respect to pollution.

#### **8. CHANNEL IMPROVEMENT EASEMENT.**

A perpetual and assignable right and easement to construct, operate, and maintain channel improvement works on, over and across (the land described in Schedule A) (Tracts Nos. \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_) for the purposes as authorized by the Act of Congress approved \_\_\_\_\_, including the right to clear, cut, fell, remove and dispose of any and all timber, trees, underbrush, buildings, improvements and/or other obstructions therefrom; to excavate: dredge, cut away, and remove any or all of said land and to place thereon dredge or spoil material; and for such other purposes as may be required in connection with said work of improvement; reserving, however, to the owners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

#### **9. FLOOD PROTECTION LEVEE EASEMENT.**

A perpetual and assignable right and easement in (the land described in Schedule A) (Tracts Nos, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_) to construct, maintain, repair, operate, patrol and replace a flood protection (levee) (floodwall)(gate closure) (sandbag closure), including all appurtenances thereto; reserving, however, to the owners, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

#### **10. DRAINAGE DITCH EASEMENT.**

A perpetual and assignable easement and right-of-way in, over and across (the land described in Schedule A) (Tracts Nos. \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_) to construct, maintain, repair, operate, patrol and replace a drainage ditch, reserving,

however, to the owners, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

### **11. ROAD EASEMENT.**

A (perpetual [exclusive] [non-exclusive]and assignable) (temporary) easement and right-of-way in, on, over and across (the land described in Schedule A) (Tracts Nos. \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_) for the location, construction, operation, maintenance, alteration replacement of (a) road(s) and appurtenances thereto; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; (reserving, however, to the owners, their heirs and assigns, the right to cross over or under the right-of-way as access to their adjoining land at the locations indicated in Schedule B); <sup>11</sup> subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

### **12. RAILROAD EASEMENT.**

A perpetual and assignable easement and right-of-way in, on, over and across (the land described in Schedule A) (Tracts Nos. \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_) for the location, construction, operation, maintenance alteration and replacement of a railroad and appurtenances thereto; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and other vegetation, structures, or obstacles within the limits of the right-of-way; (reserving, however, to the landowners, their heirs and assigns, the right to cross over or under the right-of-way as access to their adjoining land at the locations indicated in Schedule B;)<sup>12</sup> subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

### **13. UTILITY AND/OR PIPELINE EASEMENT.**

A perpetual and assignable easement and right-of-way in, on, over and across (the land described in Schedule A) (Tracts Nos. \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_), for the

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<sup>11</sup> The parenthetical clause maybe deleted, where necessary; however, the use of this reservation may substantially reduce the liability of the Government through reduction of severance damages and consideration of special benefits; therefore, its deletion should be fully justified. Also, access may be restricted to designated points as in Estate No. 12.

<sup>12</sup> The use of this reservation clause may substantially reduce the liability of the Government through reduction of severance damages.

location, construction, operation, maintenance, alteration; repair and patrol of (overhead) (underground) (specifically name type of utility or pipeline); together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

#### **14. BORROW EASEMENT.**

A perpetual and assignable right and easement to clear, borrow, excavate and remove soil, dirt, and other materials from (the land described in Schedule A) (Tracts Nos. \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_); <sup>13</sup> subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges in said land as may be used without interfering with or abridging the rights and easement hereby acquired.

#### **15. TEMPORARY WORK AREA EASEMENT.**

A temporary easement and right-of-way in, on, over and across (the land described in Schedule A) (Tracts Nos. \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_), for a period not to exceed \_\_\_\_\_, beginning with date possession of the land is granted to the United States, for use by the United States, its representatives, agents, and contractors as a (borrow area) (work area), including the right to (borrow and/or deposit fill, spoil and waste material thereon) (move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the \_\_\_\_\_ Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

#### **16. TEMPORARY EASEMENT FOR EXPLORATION.**

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<sup>13</sup> The easement estate may be limited as to time, depending upon project requirements.

A temporary easement in, on, over and across (the land described in Schedule A) (Tracts Nos. \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_), for a period not to exceed \_\_\_\_\_, beginning with date possession of the land is granted to the United States, for use by the United States, its representatives, agents, and contractors, to survey, appraise, conduct test borings, and conduct other exploratory work necessary to the design of a public works project; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however to existing easements for public roads and highways, public utilities, railroads and pipelines.

#### **17. LEASEHOLD ESTATE.**

A term for years ending March 31, 20\_\_\_\_, extendible for yearly periods thereafter, at the election of the United States, until March 31, 20\_\_\_\_, notice of which election shall be filed in the proceeding at least thirty (30) days prior to the end of the term hereby taken, or subsequent extensions thereof, together with the right to remove, within a reasonable time after the expiration of the term taken, or any extension thereof, any and all improvements and structures heretofore or hereafter placed thereon by or for the United States; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

#### **18. EXTINGUISHMENT OF RIGHTS IN CEMETERY OR EXTINGUISHMENT OF MINERAL RIGHTS.**

All outstanding right, title and interest in (the land described in Schedule A) (Tracts Nos. \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, subject to existing easements for public roads and highways, public utilities, railroads and pipelines.

#### **19. RESTRICTIVE EASEMENT.**

A perpetual and assignable easement for the establishment, maintenance, operation and use for a (restricted) (safety) area in, on, over and across (the land described in Schedule A) (Tracts Nos. \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_), consisting of the right to prohibit human habitation; the right to remove buildings presently or hereafter being used for human habitation; the right to prohibit gatherings of more than twenty-five (25) persons; the right to post signs indicating the

nature and extent of the Government's control; and the right of ingress and egress over and across said land for the purpose of exercising the rights set forth herein; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired.

## **20. RIGHT OF ENTRY FOR SURVEY AND EXPLORATION.**

An assignable easement, in, on, over and across the land described in Exhibit "A" for a period of (        ) months beginning with the date possession of the land is granted to the United States, consisting of the right of the United States, its representative, agents, contractors and assigns to enter upon said land to survey, stake out, appraise, make borings; and conduct tests and other exploratory work necessary to the design of a public works project; together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles as required in connection with said work; subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the landowner(s), their heirs, executors, administrators, successors and assigns, all such right, title, interest and privilege as may be used and enjoyed without interfering with or abridging the rights and easement hereby acquired.

## **21. BANK PROTECTION EASEMENT.**

A perpetual and assignable easement and right-of-way in, on, over and across the land hereinafter described for the location, construction, operation, maintenance, alteration, repair, rehabilitation and replacement of a bank protection works, and for the placement of stone, riprap and other materials for the protection of the bank against erosion; together with the continuing right to trim, cut, fell, remove and dispose therefrom all trees, underbrush, obstructions, and other vegetation; and to remove and dispose of structures or obstructions within the limits of the right-of-way; and to place thereon dredged, excavated or other fill material, to shape and grade said land to desired slopes and contour, and to prevent erosion by structural and vegetative methods and to do any other work necessary and incident to the project; together with the right of ingress and egress for such work; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however to existing easements for public roads and highways, public utilities, railroads and pipelines.

## **22. TEMPORARY WELL AND PIPELINE EASEMENT**

A temporary and assignable easement in, on, over and across (the land described in Schedule "A") (tract Nos. , , and ) for a period not to exceed beginning (date)(with the date possession is granted to the United States in this proceeding {or date of deed}), and terminating with the earlier of the completion of the remediation or the filing in the local land records by the representative of the United States in charge of the Project of a notice of termination,) to locate, construct, operate, maintain, repair, replace, and/or remove (a) (monitoring) (injection) (extraction) well(s), pipeline(s) and appurtenances thereto; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

## **23. TEMPORARY OR PERPETUAL WELL EASEMENT.**

A (perpetual and assignable)(temporary) easement and right-of-way in, on, over and across (the land described in Schedule A)(Tracts Nos. \_\_, \_\_ and \_\_) (for a period not of \_\_ years beginning with [\_ (date)\_])(the date this instrument is accepted by the United States)(the date possession of the land is granted to the United States)for use by the United States, its representatives, agents and contractors for the construction, operation, maintenance, alteration, repair, monitoring and removal of (monitoring)(injection)(extraction)wells, pipelines and appurtenant facilities and to perform any other work necessary in connection with the \_\_\_\_\_ Project, together with the continuing right to trim, cut, fell and remove therefrom all trees, underbrush, other vegetation, structures or obstructions within the limits of the rights-of-way, reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

## **24. ROCK ANCHOR EASEMENT.**

A perpetual and assignable right and easement to construct, operate and maintain underground anchors or tie-backs under and through Tract Nos. \_\_, \_\_ and \_\_, where needed, as part of the \_\_\_\_\_ Project, with such anchors or tie-backs installed from (name of stream or river) located at a minimum, \_\_ feet below ground level; limited, however, to such rights and easement hereby acquired as may be used without disturbing the surface of the land and without interfering with or abridging the surface owner's right to use the surface of the land except to the extent the surface owner's use does

not include removal, excavating or constructing around the anchor or tie-back; subject however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

## **25. SNAGGING AND CLEARING EASEMENT.**

A perpetual and assignable right and easement on, over and across (the land described in Schedule A)(Tract(s) No(s). \_\_\_\_, \_\_\_\_ and \_\_\_\_,) for the purposes of occasionally conducting snagging and clearing operations along the banks of the \_\_\_\_\_, including the right to trim, cut, fell, remove and dispose of any and all trees, brush, obstacles or other vegetation, except trees having a diameter-exceeding 8 inches measured at \_\_\_\_\_ height; reserving, however, to the landowners, their heirs and assigns all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

## **26. PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT**

A perpetual and assignable easement and right-of-way in, on, over and across (the land described in Schedule A) (Tract No. \_\_) for use by the (Project Sponsor), its representatives, agents, contractors, and assigns, to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach [a dune system] and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms [and dunes]; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the (Project Name), together with the right of public use and access; [to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas;] to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement (except\_\_\_\_\_); [reserving, however, to the grantor(s), (his) (her) (its) (their) (heirs), successors and assigns, the right to construct dune overwalk structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function, and that prior approval of the plans and specifications for such structures is obtained from the (designated representative of the Project Sponsor) and provided further that

such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further] reserving to the grantor(s), (his) (her) (its) (their) (heirs), successors and assigns all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject however to existing easements for public roads and highways, public utilities, railroads and pipelines.

### **Letter of Intent to Acquire Real Property**

Dear \_\_\_\_\_:

It is necessary to acquire \_\_\_\_ acre(s) of real property located in the city of \_\_\_\_\_, \_\_\_\_\_ County, (state), identified in our records as Tract/Parcel No. \_\_\_\_\_, \_\_\_\_\_ Project. A copy of the estate, legal description, and map of the property are enclosed. Our records indicate this property is owned by \_\_\_\_\_.

In compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended, 49 CFR, Part 24, the Uniform Act, we are advising you that the amount established as just compensation for the required \_\_\_\_\_ acre(s) is \$\_\_\_\_\_. This amount is based upon, and is not less than, our approved appraisal of the fair market value of the land. Fair market value is defined as the price the property would bring in a sale between a willing seller and a willing buyer, neither being obligated to act.

Our appraisal was made by a qualified real estate appraiser using standard, nationally accepted valuation techniques, recognized by authorities in the appraisal field, and takes into consideration the value of the land, its location, and its highest and best use, as well as any improvements on the land. The appraiser has disregarded any increase or decrease in fair market value caused by the project for which the property is being acquired or by the likelihood property would be acquired for the project. Further, the amount does not reflect any consideration of, or allowance for, any relocation assistance payments under the Uniform Act to which you may be entitled.

The appraiser found the \_\_\_\_\_ acre(s), more or less, to be improved with \_\_\_\_\_ . The land is composed of \_\_\_\_\_ . The highest and best use for the subject property is \_\_\_\_\_ .

The basic approaches to value which may be considered by the appraiser can be classified as market data, income, and cost. Primary reliance for the valuation of the property was placed on the market data approach, including the prices at which similar land has sold recently.

In making the appraisal, \_\_\_\_\_ land sales of property similar to your property, which were sold in the past \_\_\_\_\_ years, and \_\_\_\_\_ sales with improvements, which were sold within the last \_\_\_\_\_ years, were used for comparison. These sales were adjusted on the basis of such factors as size, location, terms of sale, lapse of time, topography, and improvements. The appraisal has been reviewed by a senior review appraiser with many years of experience in evaluating real estate. The review disclosed that the reasoning processes applied by the appraiser provided a sound basis for establishing the amount believed to be just compensation for the required \_\_\_\_\_ acre(s).

We propose to purchase this property for the amount indicated above and will require possession on or about \_\_\_\_\_, for project purposes. Soon you will be contacted by our representative, \_\_\_\_\_, to arrange the necessary details of the acquisition. Also, a relocation assistance advisor will contact you concerning Uniform Act relocation benefits. Such benefits are separate from and in addition to the acquisition of the real property. Please be advised that under 42 U.S.C. 4605, you must be a legal resident of the United States in order to receive relocation assistance and/or benefits.

We caution you NOT to commit yourself to purchasing a replacement dwelling until after you have discussed your relocation benefits with us. Doing so could adversely impact your potential benefits. \_\_\_\_\_ will be calling you shortly to discuss this matter. Should you need to contact her, you may do so by writing to the above address or by \_\_\_\_\_.

Sincerely,

Enclosures

(If the owner will be required to move from the property, a 90-day notice should be given in this letter.)

## **PUBLIC NOTICE - Public Law 91-646**

The following notices to displaced persons are required:

1. Notice to Owner - As soon as feasible landowner is to be notified of the Agency's interest in acquiring the real property.
2. Written offer with Appraisal Summary.
3. General Information Notice - General description of the relocation program.
4. Notice of Relocation Eligibility - When displaced persons are eligible for relocation benefits.
5. Ninety Day Notice - Occupants to be given 90 days notice to be required to move.
6. Notice of eligibility for non-residential moves.
7. Notification of denial of claim.

The following is a sample Deed used in the Commonwealth of Kentucky. The format appropriate for the State in which the Project is located should be used).

PROJECT \_\_\_\_\_

TRACT NO. \_\_\_\_\_

This instrument prepared by:

\_\_\_\_\_  
Attorney

**DEED OF GENERAL WARRANTY**

THIS DEED OF CONVEYANCE made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between (name and address of owners) Parties of the FIRST PART, and (name of sponsor), Party of the second part:

WITNESSETH, that said Parties of the FIRST PART, for and in consideration of the sum of \_\_\_\_\_, cash in hand paid, the receipt of which is hereby fully acknowledged, do hereby GRANT, BARGAIN, SELL AND CONVEY unto the Party of the SECOND PART and its ASSIGNS forever in FEE SIMPLE the following real estate and interests herein designated as TRACT NO. \_\_\_\_\_ in the \_\_\_\_\_ Project,

to-wit:

(description of land)

And the parties of the FIRST PART do further release and quitclaim to the (sponsor) and its ASSIGNS all right, title and interest in the banks, beds, and

waters of any streams bordering the land, and in any alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land, and any means of ingress or egress appurtenant thereto.

Said premises are conveyed subject to existing easements for public roads and highways, public utilities, railroads, and pipelines.

TO HAVE AND TO HOLD the above-described land in fee simple, together with all rights, titles, easements, estates, appurtenances and hereditaments thereunto belonging, unto the (sponsor) and its ASSIGNS forever with covenant of GENERAL WARRANTY.

The Grantors hereto certify pursuant to ERS Chapter 382 that the consideration reflected in the Deed is the full consideration paid for the property.

WITNESS OUR HANDS, the day and year above written.

\_\_\_\_\_  
(Owner) (Spouse)

STATE OF )  
) Certificate of Acknowledgment  
COUNTY OF )

Consideration were acknowledged and sworn to before me this \_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ Grantors.

\_\_\_\_\_  
Notary Public

My Commission Expires:



**DEED OF EASEMENT**

THIS DEED OF EASEMENT made and entered into by and between (grantors) parties of the FIRST PART and the (Non-Federal Sponsor), (set forth organizational authority), party of the SECOND PART.

WITNESSETH, that said Parties of the FIRST PART, for and in consideration of the sum of \_\_\_\_\_ AND No/100 (\$\_\_\_\_\_DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, do hereby grant and convey unto the party of the SECOND PART and its ASSIGNS forever a temporary easement and right-of-way in, on, over and across the land described herein for a period not to exceed \_\_\_\_\_ years, beginning with the date possession of the land is granted to the Party of the SECOND PART, for use by the Party of the SECOND PART, its representatives, assigns, agents, and contractors as a  
(add estate here)  
(add legal description)

The above-described easement is conveyed subject to existing easements for public roads and highways, public utilities, railroads, and pipelines.

TO HAVE AND TO HOLD the above-described easement to the extent of the interest conveyed, together with all rights, titles, easements, estates,



**DEED OF PERPETUAL CHANNEL IMPROVEMENT EASEMENT**

THIS DEED made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_; parties of the FIRST PART, and \_\_\_\_\_(Sponsor), party of the SECOND PART;

WITNESSETH, that said parties of the FIRST PART, for and in consideration of the sum of \_\_\_\_\_(\$\_\_\_\_\_) DOLLARS, cash in hand paid, the receipt of which is hereby fully acknowledged, do hereby GRANT, BARGAIN, SELL AND CONVEY, unto the party of the SECOND PART and its ASSIGNS forever a perpetual and assignable right and easement to construct, operate, and maintain channel improvement works on, over, and across the land described herein as Tract No. \_\_\_\_\_, for use by the \_\_\_\_\_ (Sponsor), its REPRESENTATIVES, AGENTS, and ASSIGNS for the purposes as authorized by \_\_\_\_\_, including the right to clear, cut, fell, remove and dispose of any and all timber, trees, underbrush, buildings, improvements and/or other obstructions therefrom; to excavate, dredge, cut away, and remove any or all of said land and to place thereon dredge or spoil material; and for such other purposes as may be required in connection with said work or improvement; reserving, however, to the owners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; provided

further that any use of the land shall be subject to Federal and State laws with respect to pollution.

(description of the land)

And the parties of the FIRST PART do further release and quitclaim, but only to the extent of the easement estate conveyed, the same interest in the banks, beds, and waters of any streams, bordering the easement land, and in alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining thereto to the \_\_\_\_\_(Sponsor) and its ASSIGNS.

The above easement estate is conveyed subject to existing easements for public roads and highways, public utilities, railroads and pipelines.

TO HAVE AND TO HOLD the above-described easement to the extent of the interest conveyed, together with all rights, titles, easements, estates, appurtenances, and hereditaments thereunto belonging, unto the

\_\_\_\_\_



be legally reviewable, and contain adequate information and legal analysis to support conclusions and project determinations)

### **ATTORNEY'S OPINION OF COMPENSABILITY**

I, \_\_\_\_\_, an attorney authorized to practice law in \_\_\_\_\_, do hereby certify:

1. I am the duly appointed (City Attorney) for (the City of \_\_\_\_\_, (State).
2. I am familiar with lands and easements to be acquired for the construction, operation, and maintenance of the (Name of Project), as shown on (identify Plans or Maps showing Project boundaries), and have investigated the ownership and title of facilities presently located on said lands and easements which are operated by the (Name of Utility), and which facilities must be relocated or adjusted in connection with the construction, operation, and maintenance of said Project.
3. I have determined that (Name of Utility) is a (public utility or other type of entity or business), legally organized and existing under (cite applicable statute, charter, incorporation or other authority) (give officials or officers authorized to act for the entity under charter, by-laws, resolution, etc.).
4. I have determined that the said (Name of Utility) is presently located on said lands and easements under (specify deeds, easements, license, franchise rights, or other pertinent instruments under which facilities exist, with full recording information).
5. (Give legal analysis to support opinion and conclusion, detailed enough to permit review and concurrence by Government legal staff).
6. Based on my investigation, it is my opinion that (said facility) is vested with (or is not vested with) a compensable interest in said facilities in the event the relocation or adjustment is required for project purposes. (If compensable interest is found, state if applicable law allows relocation as substitute for

compensation.) (If no compensable interest is found, state the Utility must vacate the premises on demand of \_\_\_\_\_, as appropriate.)

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

**W A I V E R**

\_\_\_\_\_ hereinafter referred to as "landowner", hereby states that landowner has been approached by a representative of the \_\_\_\_\_, hereinafter referred to as \_\_\_\_\_, who has informed the landowner of the intent to obtain an easement(s) across certain property owned by the landowner.

1. Landowner hereby acknowledges that the representative has explained the legal boundaries of said easement(s) as shown on Exhibit A attached to this document.

2. The representative of the \_\_\_\_\_ has further advised landowner of their rights under Public Law 91-646, as amended, as follows:

a. That landowner has the right to demand a written appraisal be made of the value of the easement(s) sought to be acquired and that the landowner is entitled to receive no less than fair market value as established by the appraisal;

b. That landowner has the right to accompany the appraiser who prepares such appraisal when the inspection of the property is made;

c. That landowner has the right to a written purchase offer stating the amount of money which the \_\_\_\_\_ is offering to pay for the easement(s);

d. That landowner has the right to a written statement of the basis of "just compensation" which explains in detail the basis of the amount offered for the easement(s);

e. That landowner has the right to negotiate with the \_\_\_\_\_ for the acquisition of said easement(s) and if the landowner cannot agree with the \_\_\_\_\_ on the acquisition of the easement(s), landowner has the right to refuse to convey the easement and the \_\_\_\_\_ must institute judicial proceedings to acquire the easement(s).

2. The landowner hereby acknowledges that the rights stated above have been explained in detail by the representative of the \_\_\_\_\_ and the landowner hereby waives those rights and agrees to donate to the \_\_\_\_\_ the easement area(s) shown on Exhibit A attached to this document.

IN WITNESS WHEREOF, landowner and \_\_\_\_\_, by its duly authorized representative have caused this document to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS:

LANDOWNER:

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

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

: BY: \_\_\_\_\_

**ATTORNEY'S CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_ (name) \_\_\_\_\_ (title of legal officer) for \_\_\_\_\_ (Sponsor's name), certify that \_\_\_\_\_ (Sponsor's name) is vested with sufficient title and interest in the described lands required by the United States of America to support the construction, operation and maintenance of the \_\_\_\_\_ (project name); that \_\_\_\_\_ (Sponsor's name) has authority to grant the Authorization for Entry to which this Certificate is appended; that said Authorization for Entry is executed by the proper duly authorized authority; and the said authorization is in sufficient form to grant the Authorization for Entry therein stated.

The undersigned further certifies that said municipality has complied with the applicable provisions of the Uniform Relocations Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, approved 2 January 1971, in its acquisition of said lands, easements, and rights-of-way.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(title)

**AUTHORIZATION FOR ENTRY FOR CONSTRUCTION**

(project name)

I, \_\_\_\_\_(name), \_\_\_\_\_(title) for  
\_\_\_\_\_(name of Sponsor) do hereby certify that the  
\_\_\_\_\_(Sponsor) has acquired the real property interests  
required by the Department of the Army, and otherwise is vested with sufficient  
title and interest in lands, to support construction of  
\_\_\_\_\_ Project. Further, I hereby authorize the  
Department of the Army, its agents, employees, and contractors to enter upon  
Tract(s)\_\_\_\_\_ to construct the  
\_\_\_\_\_Project as set forth in the plans and  
specifications held in the U.S. Army Corps of Engineers' Nashville District  
Office, Nashville, Tennessee.

WITNESS my signature as \_\_\_\_\_(title) for  
\_\_\_\_\_(sponsor's name) this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
(name)  
\_\_\_\_\_  
(title)

**CERTIFICATE OF SELF-INSURANCE**

I hereby certify that \_\_\_\_\_ will be self-insuring as to the title to the interests in property acquired in connection with the \_\_\_\_\_ Project. The said sponsor will stand behind the acquisition documents and if they are challenged, take whatever steps are required, through the payment of money or court proceedings, or both, to hold title to the property.

The \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Sponsor Name

BY: \_\_\_\_\_

(Use this form if commercial title insurance is not obtained)

(CLAIM SHOULD BE SUBMITTED ON SPONSOR LETTERHEAD IF AVAILABLE)

**SUMMARY OF CLAIM FOR CREDIT  
FOR  
REAL ESTATE RELATED EXPENSES  
\_\_\_\_\_ PROJECT**

To: Department of the Army  
\_\_\_\_\_ District, Corps of Engineers  
Attn:  
Address  
City, State, Zip

This is to certify that the following expenditures have been paid by the \_\_\_\_\_(sponsor) for acquisitions required for the above-identified project.

Purchase Price for Acquisitions	\$ _____
Administrative (Labor) Costs for Acquisitions	_____
Relocations Payments under Public Law 91-646	_____
Administrative Costs for Relocations under Public Law 91-646	_____
Appraisal Contracts:	_____
Title Contracts:	_____
Other:	_____

Total credit claimed for real estate related expenses on the \_\_\_\_\_Project: \$ \_\_\_\_\_

Documentation sheets showing a breakdown of these costs by tract are attached to and made a part of this claim.

These expenditures are not allocable to or included as a cost of any other federally financed program in either the current or prior period.

Seal:  
\_\_\_\_\_  
Authorized Official  
Date:\_\_\_\_\_

**PER TRACT ACQUISITION EXPENSES  
FOR THE \_\_\_\_\_ PROJECT**

To: Department of the Army  
\_\_\_\_\_ District, Corps of Engineers  
Attn:  
Address  
City, State, Zip

Tract No: \_\_\_\_\_ Owner \_\_\_\_\_  
Tenant: \_\_\_\_\_  
Tract Address: \_\_\_\_\_

- |   |                 |
|---|-----------------|
| 1. Appraisal Fee  | \$ _____        |
| 2. Purchase Price Paid to Owners  | _____           |
| 3. Relocation (91-646) Payments to Owner<br>and/or Tenant                                   | _____           |
| 4. Title:   |                 |
| a. Preliminary Title  | _____           |
| b. Supplemental Title   | _____           |
| c. Final Title  | _____           |
| 4. Closing Costs:   |                 |
| a. Recording Fees   | _____           |
| b. State Tax/Stamps   | _____           |
| c. Other  | _____           |
| 5. Administrative (Labor) Costs for Tract<br>(negotiations, relocation assistance,<br>etc.) | _____           |
| 6. Other Acquisition Expenses Incurred:   |                 |
| a. _____  | _____           |
| b. _____  | _____           |
| c. _____  | _____           |
| <b>TOTAL CLAIMED FOR TRACT</b>  | <b>\$ _____</b> |

This is to certify that the above expenditures have been paid by the \_\_\_\_\_ (sponsor) for acquisition of the above tract. Also, these expenditures are not allocable to or included as a cost of any other federally financed program in either the current or prior period.

Seal:  
  
Authorized Official \_\_\_\_\_ Date: \_\_\_\_\_

**ITEMIZED CLAIM FOR CREDIT  
FOR  
PUBLIC LAW 91-646 RELOCATION EXPENSES**

To: Department of the Army  
\_\_\_\_\_ District, Corps of Engineers

ATTN:

Address

City, State, Zip

Tract No.:

Owner:

Tenant(s):

Tract Address:

1. Replacement Housing/Rental Supplement \_\_\_\_\_

2. Interest Differential \_\_\_\_\_

3. Closing Costs:

a. Legal, closing & related costs  
including title search & guarantees,  
notary fees, surveys, recordation,  
etc. \_\_\_\_\_

b. Lenders, FHA or VA appraisal fee \_\_\_\_\_

c. FHA or VA application fee \_\_\_\_\_

d. Credit report \_\_\_\_\_

e. Escrow agent's fee \_\_\_\_\_

f. State stamps & sale/transfer taxes \_\_\_\_\_

g. Other \_\_\_\_\_

4. Moving Expenses \_\_\_\_\_

TOTAL CLAIMED \_\_\_\_\_

This is to certify that the above expenditures have been paid by the  
\_\_\_\_\_ for relocation of the above owner/tenant. Also, these expenditures are not  
allocable to or included as a cost of any other federally financed program in  
either the current or a prior period.

Seal:

\_\_\_\_\_  
(Authorized Representative)                      Date: \_\_\_\_\_

# 6.

# **ABBREVIATIONS AND ACRONYMS**

## **ABBREVIATIONS AND ACRONYMS**

To streamline intra-organizational communication, Corps personnel often rely on acronyms, abbreviations, and numbers of planning procedures and projects. To non-Corps parties, this Corps jargon can make communication with the Corps seem challenging. However, a list of acronyms, abbreviations and numbers follow to make this kit more valuable as a reference throughout the planning process. The intent is not to require you to learn the Corps language, but to facilitate communication as we together progress through the planning process. Some of these entries are common throughout business, government or the construction industry; many are unique to the Army or the Corps.

### **A**

AAA	Army Audit Agency
a-b-c's	requirements for local cooperation in 1936 Flood Control Act
ACHP	Advisory Council on Historic Preservation
ACO	Administrative Contracting Officer
ADR	alternative dispute resolution
AE	Architect-Engineer
AF	acre-foot
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
ASA(CW)	Assistant Secretary of the Army (Civil Works)
ASAP	as soon as possible

### **B**

BC	benefit-cost
BCR	benefit-cost ratio
BOD	biological oxygen demand
BY	budget year

### **C**

CAP	Continuing Authorities Program
CB	Corporate Board
CBD	Commerce Business Daily
CBO	Congressional Budget Office
CBRA	Coastal Barrier Resources Act, or (COBRA)
CDR	Commander
CE	Corps of Engineers
CECC	Office of the Chief Counsel
CECW	Office of the Directorate of Civil Works
CECW-B	Headquarters, Civil Works, Programs Management Division

CECW-E	Headquarters, Civil Works, Engineering and Construction Division
CECW-O	Headquarters, Civil Works, Operations Division
CECW-P	Headquarters, Civil Works, Planning and Policy Division
CEQ	Council on Environmental Quality
CERB	Coastal Engineering Research Board
CERC	Coastal Engineering Research Center
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980 (Superfund)
CERE	Office of the Deputy Chief of Staff, Real Estate
CERL	Construction Engineering Research Laboratory
CF	copy for, copy furnished
CFR	Code of Federal Regulations
CG	Account construction, general
CHL	Coastal and Hydraulics Laboratory
CMR	Command Management Review
COB	close of business
COD	chemical oxygen demand
COE	Corps of Engineers
COEMIS	Corps of Engineers Management Information System
CONUS	Continental United States
COR	Contracting Officer's Representative
CPAR	Construction Productivity Advancement Research
CPM	critical path method
CRA	continuing resolution authority
CRREL	Cold Regions Research and Engineering Laboratory
CSI	Construction Specifications Institute
CVM	contingent value method
CW	Civil Works
CWA	Clean Water Act (of 1977)
CWCCIS	Civil Works Construction Cost Index System
CWIS	Civil Works Information System
CY	cubic yard
CY	current year (budget process)
CZM	coastal zone management
CZMA	Coastal Zone Management Act

**D**

DA Department of the Army

DAR	Defense Acquisition Regulations
DC	District Commander or Division Commander
DPM	Deputy for Programs and Project Management
DE	District Engineer or Division Engineer
DEIS	Draft Environmental Impact Statement
DFARS	Defense Federal Acquisition Regulation Supplement
DIST	District
DIV	Division
DDR	Design Documentation Report
DOD	Department of Defense
DOD	dissolved oxygen demand
DOE	Department of Energy
DOI	Department of the Interior
DOJ	Department of Justice
DOT	Department of Transportation
DPR	Detailed Project Report
DPS	Detailed Project Study
DTO	data for testifying officers
DX	Directory of Experts

**E**

EA	Environmental Assessment
EAB	Environmental Advisory Board
EC	Engineer Circular
EDR	Engineering Decision Report
E&D	Engineering and Design
EEO	Equal Employment Opportunity
EFARS	Engineer Federal Acquisition Regulation Supplement
EIS	Environmental Impact Statement
EL	Environmental Laboratory
EM	Engineer Manual
EO	Executive Order
EOB	Executive Office Building
EOC	Emergency Operations Center
EP	Engineer Pamphlet
EPA	Environmental Protection Agency
EQ	environmental quality
ER	Engineer Regulation
ERTS	Earth Resources Technology Satellite
ESA	Endangered Species Act
ETL	Engineer Technical Letter
ETL	Engineering Topographic Laboratories

**F**

F&A	Finance and Accounting
FAD	Funding Authorization Document
FAO	Finance and Accounting Officer
FAR	Federal Acquisition Regulation
FC	flood control
FCSA	Feasibility Cost Sharing Agreement
FDM	Feature Design Memorandum
FDP	flood damage prevention
FEIS	Final Environmental Impact Statement
FEMA	Federal Emergency Management Agency
FERC	Federal Energy Regulatory Commission
FIA	Federal Insurance Administration
FIS	Flood Insurance Studies
F&M	foundations and materials
FOA	Field Operating Activity or Field Operating Agency
FOI	Freedom of Information
FOIA	Freedom of Information Act
FONSI	Finding of No Significant Impact
FPC	Federal Power Commission
FPMS	Flood Plain Management Services
FR	Federal Register
FRC	Feasibility Review Conference
FWL	fish and wildlife
FWS	Fish and Wildlife Service
FY	fiscal year
FYI	for your information

**G**

GAO	General Accounting Office
GE	General Expense (appropriation)
GI	General Investigations (appropriation)
GIS	Geographic Information System
GIWW	Gulf Inter-Coastal Waterway
GL	Geotechnical Laboratory
GNF	general navigation feature
GPO	Government Printing Office
GRH	Gramm - Rudman - Hollings Act
GRR	General Reevaluation Report
GS	general schedule
GSA	General Services Administration

**H**

HABS	Historic American Buildings Survey
HAC	House Appropriations Committee
HAZMAT	hazardous material
HD	House Document
HEC	Hydrologic Engineering Center
HEP	Habitat Evaluation Procedures
HES	Habitat Evaluation System
H&H	hydrology and hydraulics
HHS	Health and Human Services
HL	hired labor
HTIC	House Transportation and Infrastructure Committee
HQ	Headquarters
HQUSACE	Headquarters, U.S. Army Corps of Engineers
HR	House of Representatives
HR	House Resolution
HSDR	hurricane and storm damage reduction
HTRW	hazardous, toxic, and radioactive waste
HUD	Housing and Urban Development
HVAC	heating, ventilation and air conditioning

**I**

IA	Initial Appraisal
IAW	in accordance with
IBWC	International Boundary and Water Commission
IDC	Indefinite Delivery Contract
IDC	interest during construction
IG	Inspector General
IJC	International Joint Commission
IM	Information Management
IMO	Information Management Office
INSA	Inland Navigation Systems Analysis
IPA	Intergovernmental Personnel Act
IPR	In-Progress Review
IRC	Issue Resolution Conference
ITL	Information Technology Laboratory
ITR	independent technical review
IWR	Institute for Water Resources
IWW	inland waterways
IWTF	Inland Waterway Trust Fund

**J**

JTR Joint Travel Regulation

**K****L**

LASH lighter aboard ship  
L&D lock and dam  
LERD lands, easements, rights of way, disposal areas  
LERR lands, easements, rights of way, relocations  
LERRD lands, easements, rights of way, relocations, disposal areas  
LMMP Limited Map Maintenance Program  
LOI Letter Of Intent  
LPP local protection project  
LRB Buffalo District, Great Lakes and Ohio River Division  
LRC Chicago District, Great Lakes and Ohio River Division  
LRD Great Lakes and Ohio River Division  
LRE Detroit District, Great Lakes and Ohio River Division  
LRH Huntington District, Great Lakes and Ohio River Division  
LRL Louisville District, Great Lakes and Ohio River Division  
LRN Nashville District, Great Lakes and Ohio River Division  
LRP Pittsburg District, Great Lakes and Ohio River Division  
LRR Limited Reevaluation Report

**M**

MACOM Major Army Command  
MARAD Maritime Administration  
M-CACES Micro-Computer Aided Cost Estimating System  
MCX Mandatory Center of Expertise  
MDC Marine Design Center  
MHWM mean high water mark  
MFR Memorandum for Record  
M&I municipal and industrial  
MLW mean low water  
MLLW mean lower low water  
MOB mobilization  
MOD Miscellaneous Obligation Document  
MOU Memorandum of Understanding  
MP Military Programs  
MP Management Plan  
MPF maximum probable flood  
MRC Mississippi River Commission

MRD Missouri River Division  
MR&T Mississippi River and Tributaries  
MSC Major Subordinate Command  
MVD Mississippi Valley Division

**N**

NAD North Atlantic Division  
NADB National Archeological Data Base  
NAS Network Analysis System  
NASA National Aeronautics and Space Administration  
NAV navigation  
NDC Navigation Data Center  
NED national economic development  
NEPA National Environmental Policy Act  
NGVD National Geodetic Vertical Datum  
NFIP National Flood Insurance Program  
NIMBY not in my back yard  
NLT not later than  
NMFS National Marine Fisheries Service  
NOAA National Oceanographic and Atmospheric Administration  
NOI Notice of Intent  
NPDES National Pollutant Discharge Elimination System  
NPS National Park Service  
NRA National Recreation Area  
NRHP National Register of Historic Places  
NTE not to exceed  
NTIS National Technical Information Service  
NTP Notice To Proceed  
NWD Northwestern Division

**O**

O/A on or about  
OASA(CW) Office of the Assistant Secretary of the Army, Civil Works  
OBE overcome by events  
OBERS Office of Business Economics/Economic Research Service  
OM Operating Manual  
O&M operation and maintenance  
OMB Office of Management and Budget  
OMRR&R operation, maintenance, repair, replacement and rehabilitation  
OSA Office of the Secretary of the Army  
OSD Office of the Secretary of Defense

OSE other social effects  
OSHA Occupational Safety and Health Administration

**P**

PAC post-authorization change  
PAO Office of Public Affairs  
PAS Planning Assistance to States  
PB-1 Engineering Form 2200, Summary Construction Program  
PB-2a Engineering Form 2201A, Detailed Project Schedule  
PB-3 Engineering Form 2202, Project Cost Estimate  
PB-6 Engineering Form 2204, Study Cost Estimate  
PDT Project Delivery Team  
PE Professional Engineer  
PED preconstruction engineering and design  
PES Project Executive Summary  
P&G Principles and Guidelines  
PGM Project Guidance Memorandum  
PGN Planning Guidance Notebook  
PL Public Law  
PM Project Manager  
PMF probable maximum flood  
POC point of contact  
POD Pacific Ocean Division  
PPA Project Partnership Agreement  
PRB Project Review Board  
PRIP Plant Replacement and Improvement Program  
PRISM Project Resources Information System for Management  
PROSPECT Proponent-Sponsored Engineer Corps Training  
P&S Plans and Specifications  
P&S Principles and Standards

**Q**

QA/QC Quality Assurance/Quality Control  
Q's & A's questions and answers

**R**

R&D research and development  
RDM Relocation Design Memorandum  
RE real estate  
REC recreation  
RED regional economic development  
REDM Real Estate Design Memorandum

REP Real Estate Plan  
RFP Request For Proposal  
R&H river and harbor  
RMO Resource Management Office  
ROD Record of Decision  
ROW right of way

**S**

SA Secretary of the Army  
S&A supervision and administration  
SAB subject as above  
SAC Senate Appropriations Committee  
SACCR Schedule and Cost Change Report  
SAD South Atlantic Division  
SADBU Small and Disadvantaged Business Utilization  
SBH small boat harbor  
SCORP State Comprehensive Outdoor Recreation Plan  
SCRB separable cost-remaining benefit  
SCS Soil Conservation Service  
SD Senate Document  
SEPWC Senate Environment and Public Works Committee  
SES Senior Executive Service  
SHPO State Historic Preservation Officer  
S&I supervision and inspection  
SL Structures Laboratory  
SM Study Manager  
SMSA standard metropolitan statistical area  
SOP Standard Operating Procedures  
SOS Scope of Studies  
SOW Scope of Work  
SPD South Pacific Division  
SPF standard project flood  
SPH standard project hurricane  
SPOC Single Point Of Contact  
SR Senate Resolution  
S&S savings and slippage  
SWB social well-being  
SWD Southwestern Division

**T**

TBA to be announced  
TBD to be determined

TCM	travel cost method
TDY	temporary duty
TEC	Topographic Engineering Center
TM	Technical Manual
TRC	Technical Review Conference

**U**

UDV	unit day value
USACE	United States Army Corps of Engineers
USAED	United States Army Engineer District or United States Army Engineer Division
USC	United States Code
USCG	United States Coast Guard
USEPA	United States Environmental Protection Agency
USFWS	United States Fish and Wildlife Service
USGS	United States Geological Survey

**V**

VE	Value Engineering
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**W**

WBS	Work Breakdown Structure
WCSC	Waterborne Commerce Statistics Center
WES	Waterways Experiment Station
WRC	Water Resources Council
WRDA	Water Resources Development Act
WS	water supply

**X**

**Y**

**Z**

**NUMBERS**

In addition to alphabetic abbreviations, numbers are often used in place of expressions, especially in place of citations to sections of laws or numbers assigned to various commonly used forms. The following list defines some of the more commonly used number expressions. 2a Engineering Form 2201A, Detailed Project Schedule PB-2a - Report of project expenditures by quarter by project accounting features.

3	Section 3, 1945 River and Harbor Act - One of the continuing authorities; for small snagging and clearing projects for navigation.
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- 8a Section 8a, Small Business Act of 1953 - Provides that certain contractors are certified by the Small Business Administration as both small and disadvantaged business concerns.
- 10 Section 10, 1899 River and Harbor Act - Permit authority concerning obstructions to navigation in navigable waters of the United States.
- 14 Section 14, 1946 Flood Control Act, as amended - One of the continuing authorities; for small emergency projects for streambank and shoreline protection of public works and nonprofit public services.
- 91-646 Public Law 91-646, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
- 99-662 Public Law 99-662, Water Resources Development Act of 1986.
- 100-676 Public Law 100-676, Water Resources Development Act of 1988.
- 101-640 Public Law 101-640, Water Resources Development Act of 1990.
- 102-580 Public Law 102-580, Water Resources Development Act of 1992.
- 103 Section 103, 1962 River and Harbor Act, as amended - One of the continuing authorities; for small beach erosion control projects.
- 104 Section 104, 1986 Water Resources Development Act - Authority for crediting sponsors for certain work compatible with a Federal flood control project.
- 104-303 Public Law 104-303, Water Resources Development Act of 1996.
- 106 Section 106, National Historic Preservation Act of 1966, as amended – Establishes regulations for historic preservation.
- 107 Section 107, 1960 River and Harbor Act, as amended - One of the continuing authorities; for small navigation projects.
- 111 Section 111, 1968 River and Harbor Act, as amended - One of the continuing authorities; for small mitigation projects for shore damage attributable to navigation works.

- 204 Section 204, 1986 Water Resources Development Act - Authorizes reimbursement to non-Federal sponsors for construction of authorized Federal harbor projects.
- 204 Section 204, 1992 Water Resources Development Act - Beneficial uses of dredged material.
- 205 Section 205, 1948 Flood Control Act, as amended - One of the continuing authorities; for small flood control projects.
- 206 Section 206 of the Water Resources Development Act of 1996 - Aquatic Ecosystem Restoration.
- 208 Section 208, 1954 Flood Control Act, as amended - One of the continuing authorities; for small snagging and clearing projects for flood control.
- 215 Section 215, 1968 Flood Control Act, as amended - Authority to reimburse a non- Federal public body for construction of part of an authorized Federal project.
- 216 Section 216, 1970 River and Harbor and Flood Control Act - Authority for study ("review") of completed projects.
- 221 Section 221, 1970 River and Harbor and Flood Control Act - Requires a written agreement for local cooperation.
- 404 Section 404, Federal Water Pollution Control Act Amendments of 1972 – Permit authority concerning the discharge of dredged or fill material into the waters of the United States.
- 566 Public Law 566, Watershed Protection and Flood Prevention Act - Provides the Secretary of Agriculture with authority for flood prevention and soil conservation.
- 710 Code 710 - Budget code for recreation facilities at completed projects.
- 902 Section 902, 1986 Water Resources Development Act - Establishes a twenty per cent cap on project cost increases.

- 1135 Section 1135, Water Resources Development Act of 1986, as amended – Project Modifications for Improvement of the Environment.
- 2101 Civil Works Funds Scheduled Obligations and Expenditures - Monthly report of scheduled and actual project expenditures and obligations for the current fiscal year.
- 2544 DA Form 2544, Intra-Army Order for Reimbursable Services - Form for transferring funds between major offices.
- 3011a Report on Status of Appropriations and Work Allowances - Monthly report of scheduled and actual project obligations and expenditures for the previous month.
- 11988 Executive Order 11988, 24 May 1977, Flood Plain Management - Establishes the flood plain management responsibilities of Federal agencies.
- 11990 Executive Order 11990, 24 May 1977, Protection of Wetlands - Establishes wetlands policies for Federal agencies.