

**APPENDIX E**  
**REAL ESTATE PLAN**

**REAL ESTATE PLAN**  
**VILLAGE OF BARBOURSVILLE, WATER STREET,**  
**STREAMBANK PROTECTION PROJECT**  
**CABELL COUNTY, WEST VIRGINIA**  
**SECTION 14**

**1. Authority/Purpose**

This Real Estate Plan is in support of the Barboursville Detailed Project Report and Environmental Assessment. Section 14 of the Flood Control Act of 1946, as amended 33 U.S.C. 701r, authorizes the Project. This Real Estate Plan is being submitted in accordance with Chapter 12 of ER 405-1-12 for approval. This REP is to be considered tentative in nature and for planning purposes only. Both the final and real property acquisition line and the estimate of cost are subject to change, even after the approval of this report. The Village of Barboursville has been identified as the non-Federal Sponsor.

The Village of Barboursville, Water Street, Streambank Protection Project is located along the right descending bank of the Guyandotte River in Cabell County, West Virginia between river miles 7.7 and 7.9. Water Street provides the main transportation route for a residential area within the Village of Barboursville. This residential area, which consists of approximately 34 homes, is located directly adjacent to a reach of streambank in need of immediate protection and stabilization due to flood flow erosion and related recessional failures. Gas, water, and electric utility lines along with storm sewer drains are located along the failing reach. Approximately 850 linear feet (LF) of streambank is located within the project area. Since December 2014, the Huntington District has monitored flood flow erosion and recessional failure site conditions resulting in the displacement of a retaining wall and stone slope protection designed to protect Water Street. As a result of these failure conditions, an approximately 240 LF reach of Water Street has subsided and an adjacent 610 LF reach of retaining wall has been displaced and overturned. In addition to the pavement subsidence, drains and public utilities adjacent to Water Street within this 850 LF project extent, has become misaligned. Without treatment, the outside bend of streambank alluvium would continue to undergo flood-related erosion and failure, resulting in extensive road collapse and utilities breaching. Failure to protect this road would result in loss of public access to the residential area and endanger adjacent public facilities. The recommended alternative is a stone-filled trench, stone buttress, and lagging panel replacement combined with an adjacent stone feature.

**2. LER Required for Construction, Operation, and Maintenance**

The land required for the project is approximately 2.463 acres total. Of that total, 2.233 acres of bank protection easement is needed across eleven landowners and 0.23 acre of temporary work area easement is needed across one landowner. Access for construction will be across the temporary work area easement. Acquisition of a separate spoil site is not required for the Project. A small quantity of excavated asphalt will be disposed of at an approved landfill and all other excavations will be disposed of on the lower terrace area as it is the least costly alternative. The proposed bank protection easement estate language allows for excavated or other fill material to be placed thereon. Tax parcels, acreages, estates, and owners are outlined in the chart below.

<b>Tax Parcel</b>	<b>Acreage</b>	<b>Easement Estate</b>	<b>Owner</b>
1	0.23	Temp. Work Area	Village of Barboursville
2	0.14	Bank Protection	Village of Barboursville
3	0.14	Bank Protection	Village of Barboursville
4	0.18	Bank Protection	Juanita E. Clark
5	0.14	Bank Protection	Unknown
6	0.15	Bank Protection	Michael Ankrom
7	0.15	Bank Protection	Williams Resources Corporation
8	0.18	Bank Protection	Belinda Call
9	0.08	Bank Protection	Vickie Simmons-Delp
10	0.06	Bank Protection	WV Department of Highways
11	0.15	Bank Protection	WV Department of Highways
12	0.16	Bank Protection	WV Department of Highways
13	0.62	Bank Protection	Frederick L. Delp
14	0.003	Bank Protection	Robert L. and Janice T. Call
15	0.01	Bank Protection	Vickie Simmons-Delp
16	0.07	Bank Protection	Thomas L. and Sheila F. Ball

The estate language for the bank protection easement (Standard Estate No. 21 - 2.233 acres) is as follows:

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 structure or obstruction 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 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.

### **3. LER Already Owned by the Non-Federal Sponsor**

Investigations indicate that the Village of Barboursville does own three parcels in fee (approximately 0.51 acre) within the project treatment area. The Village will be required to submit proof of ownership before real estate can be certified for construction. Bank protection easements across ten landowners will be acquired by the Village.

**4. LER Acquired for, or with Use of Funds from, another Federal Program or Project**

There is no LER within the proposed project limits acquired for, or with use of funds from, another Federal Program or project.

**5. Non-Standard Estates**

Non-standard estates are not proposed for this project.

**6. Existing Federal Projects**

There are no existing Federal projects within the proposed project area.

**7. Federal Owned Land or Interest in the Project Areas**

There are no federally owned lands or interests within the proposed project area.

**8. Navigational Servitude**

The proposed project is not subject to navigational servitude.

**9. Project Map**

The treatment area is outlined in Exhibit A.

**10. Induced Flooding**

There will be no induced flooding in the project area or as a result of the project.

**11. Baseline Cost Estimate**

Non-Federal Sponsors costs	
-Streambank Protection Easement (1.953 acres)	\$8,100
Sponsor Administrative Costs	
Private owner easement tracts (10 tracts x \$800)	\$8,000
Federal Administrative Review/Crediting Costs	\$10,000
<b>Grand Total:</b>	<b>\$26,100</b>

The value of lands for the project was determined by a cost estimate performed by Leslie R. Williams, Lead Appraiser, of the Huntington District, U.S. Army Corps of Engineers, on 13 May 2016.

LERRD crediting will not be given for those lands owned by the non-Federal Sponsor as they are part of the tract of land on which the facilities to be protected are located per Chapter 12, Paragraph 38.e.(1) of ER 405-1-12.

## **12. Relocation Assistance**

The Project will not require displacement of persons or businesses. There are no boat ramps, boat docks, patios, etc. on the subject easements.

## **13. Minerals**

No present or anticipated mineral activity is within the Project area.

## **14. Capability Assessment**

The Village of Barboursville is the non-Federal Sponsor for the Project. The Village will provide local cooperation as required by the Project Partnership Agreement (PPA).

The Village of Barboursville has the full power, authority and capability to operate and maintain the finished Project. The Village, also, has the legal capability to provide its share of total project costs and comply with the other required assurances.

The Sponsor is capable of providing all required LERRD's necessary for the construction, operation and maintenance of the Project. The Village is a legally constituted public body with the full power, authority, and capability to perform of the terms of the PPA. Requirements of PL 91-646, acquisition policies and procedures, LERRD crediting procedures, and the requirements for land acquisition have been discussed with the Village. Refer to Exhibit B.

## **15. Zoning**

There is not an application or enactment of a zoning ordinance proposed in lieu of, or to facilitate, any acquisition in connection with the Project.

## **16. Acquisition Schedule**

The Village of Barboursville will acquire the real estate prior to construction scheduled to begin on or about 5 April 2018. The Project Partnership Agreement is scheduled to be signed on or about 6 April 2017 which will give the Village approximately 1 year to complete the land acquisition for the project.

## **17. Facility or Utility Relocations**

Plans and specifications do not identify any relocation of public utilities or roadways.

## **18. Environmental**

As required by the National Environmental Policy Act of 1969 (NEPA), the Corps of Engineers assessed the environmental impacts of the Project. An Environmental Impact Statement (EIS) was found not to be required for the recommended Project. The required Environmental Assessment (EA) found no significant environmental impacts. The Finding of No Significant Impact (FONSI) will be signed on or about 20 December 2016 by the District Engineer.

In accordance with established Corps of Engineers Hazardous, Toxic and Radioactive Waste (HTRW) policies (ER1165-2-132), a Limited Phase I HTRW report was received for the project area on 22 April 2016. This report revealed that no further HTRW investigations are necessary.

There are no historic properties within the proposed Project area.

## **19. Project Support**

During the scoping process, it was determined that the public had a positive attitude concerning the project.

## **20. Risk Notification**

The Sponsor has been provided a Local Sponsors Toolkit that explains the risks inherent in acquiring real estate interests prior to execution of the Project Partnership Agreement (PPA) and the Government's Notice to Proceed. A follow up risk notification letter will be sent to the Sponsor in the near future.

Real Estate Division will further assess real estate requirements for the recommended plan, as well as provide detailed information regarding LERRD's identified as necessary for the Project. In addition, Real Estate Division will coordinate and monitor all acquisition activities undertaken by the non-Federal Sponsor. This will assure that the acquisition process complies with Federal and State laws specifically the requirements under the Federal Uniform Relocation and Acquisition Act (P.L. 91-646). Real Estate Division will also attend team meetings, review and provide input into draft and final reports prepared by the team, and participate in Agency Technical Review (ATR).

## **21. Other Relevant Issues**

There are no cemeteries within the Project area requiring relocation.



# BARBOURSVILLE SECTION 14 PROJECT

16

0.07 acres

14

0.003 acres

15

0.01 acres

0.08 acres

13

0.62 acres

12

0.16 acres

11

0.15 acres

9

10

8

0.18 acres

7

0.15 acres

6

0.15 acres

5

0.14 acres

4

0.18 acres

3

0.14 acres

2

0.14 acres

1

0.23 acres

Legend



Work Limit

VILLAGE OF BARBOURSVILLE, WATER STREET, SECTION 14 PROJECT  
ASSESSMENT OF NON-FEDERAL SPONSOR'S  
REAL ESTATE ACQUISITION CAPABILITY

Sponsor(s): Village of Barboursville

Authority: Section 14 of the Flood Control Act of 1946, as amended U.S.C. 701r

Non-Federal Sponsor Real Estate Contact: Danny Porter  
Public Works Director and City Engineer for the  
Village of Barboursville  
(304)736-8994

I. Legal Authority

- a. Does the non-Federal Sponsor have legal authority to acquire and hold title to real property for project purposes?

(Yes)

Non-Federal Sponsor is authorized to acquire and own land by authority of W.Va. Code §8-16-2.

*Note: If NO; who will acquire LERRD? Who will hold title?*

- b. Does the non-Federal Sponsor have the power of eminent domain for this project?

(Yes)

The use of eminent domain is authorized by W.Va. Code §8-16-8.

*Note: If NO, who will acquire tracts if condemnation is required?*

- c. Does the non-Federal Sponsor have "quick-take" authority for this project?

(No)

Non-Federal Sponsor's "quick-take" authority is authorized by \_\_\_\_\_.

*Note: If NO; will lack of "quick take" authority impact the project schedule? No, quick take will not be necessary for this project. A sufficient amount of time has been built into the project schedule for real estate acquisition.*

PROJECT NAME AND AUTHORITY

- d. **The non-Federal Sponsor has reviewed the project maps and confirmed that all of the lands/ interests in land required for the project are located inside of their political boundary.**

(Yes)

*Note: If NO; what is the plan for acquiring? Can the non-Federal Sponsor hold title to land outside of their political boundary?*

- e. **Are any of the lands/ interests in land required for the project owned by an entity whose property the non-Federal Sponsor cannot condemn?**

(Yes)

*Note: If YES; what is the plan for acquiring? Some property is owned by the West Virginia Department of Highways, but they are in full support of the project and Water Street will be protected by the project.*

Section I. Elizabeth Cooper  
Realty Specialist

Date: 5/19/16

**II. Financial Capability**

- a. **The non-Federal Sponsor has reviewed and concurs with the real estate cost estimates.**

(Yes)

*Note: If NO; provide the anticipated resolution.*

- b. **It has been established by the responsible district element that the non-Federal Sponsor is financially capable of fulfilling all requirements identified in the Project Partnership Agreement (PPA).**

(Yes)

*Note: If NO; is another entity going to provide the non-Federal Sponsor with financial assistance?*

Section II. Elizabeth Cooper  
Realty Specialist

Date: 5/19/2016

**III. Willingness To Participate**

- a. **The non-Federal Sponsor has stated in writing its general willingness to participate in the project and its understanding of the general scope of the project and its part of the project.**

(Yes)

Letter of Intent from the NFS dated 1/28/2015.

*Note: If more than one sponsor is to be involved explain the Real Estate roles of each non-Federal Sponsor.*

- b. **The non-Federal Sponsor is agreeable to signing a project partnership agreement and supplying funding as stipulated in the agreement.**

(Yes)

- c. **The non-Federal Sponsor was provided the Local Sponsors Toolkit on 5/13/2016.**

[http://www.lrd.usace.army.mil/Portals/73/docs/RealEstate/Non-Federal\\_Sponsor\\_Package.pdf](http://www.lrd.usace.army.mil/Portals/73/docs/RealEstate/Non-Federal_Sponsor_Package.pdf)

Section III. Elizabeth Cooper  
Realty Specialist

Date: 5/19/2016

**IV. Acquisition Experience and Capability**

- a. **Taking into consideration the project schedule and complexity, the non-Federal Sponsor has the capability with in-house staffing or contract capability, to provide the necessary services such as surveying, appraising, title, negotiating, condemnation, closings, and relocation assistance that will be required for the acquisition of properties for this project.**

(Yes)

*Note: If work will be done in-house give brief summary, staff size, expertise, experience, etc.*

- b. **The non-Federal Sponsor's staff is familiar with the real estate requirements of Federal projects including P.L. 91-646, as amended.**

(Yes)

*Note: If NO; additional funding for USACE training/ oversight will be required.*

- c. **The non-Federal Sponsor can obtain contractor support and meet project schedules.**

(Yes)

*Note: If NO; does the acquisition timeline account for this?*

- d. **The non-Federal Sponsor's staff is located within a reasonable proximity to the project site.**

(Yes)

*Note: If NO; provide summary of plan to make contact; i.e., project office, travel, local contractors etc.*

- e. **Will USACE assistance likely be requested by the non-Federal Sponsor in acquiring real estate?**

(No)

*Note: If YES; provide a summary of the level of support that will be requested. Will a Memorandum of Agreement be required in accordance with the Project Partnership Agreement?*

**V. Schedule Capability**

**The non-Federal Sponsor has approved the tentative project/ real estate schedule/ milestones and has indicated its willingness and ability to incorporate its financial, acquisition, and condemnation capability to provide the necessary project LERRDs in accordance with proposed project schedules so the Government can advertise and award the construction contract as required by overall project schedules and funding limitations.**

(Yes) Initials: EAC Date: 5/19/2016

*Note: Address risks to schedule*

Section V. Elizabeth Cooper  
Realty Specialist

Date: 5/19/2016

**VI. LERRD Credits**

**The sponsor has indicated its understanding of LERRD credits and its capability and willingness to gather the necessary information to submit as LERRD credits in within six months after possession of all real estate and completion of relocations in order that the project can be financially closed and there can be a final financial accounting with a proper settlement with the non-Federal Sponsor.**

(Yes) Initials: EAC Date: 5/19/2016

*Note: If a multi-year phased project discuss plan for interim submittals.*

Section VI. Elizabeth Cooper  
Realty Specialist

Date: 5/19/2016

**VII. Capability**

**With regard to this project, the non-Federal Sponsor is anticipated to be: Fully Capable.**

*Note: Choices are: fully capable, moderately capable, marginally capable, and insufficiently capable.*

- a. **Fully Capable:** *Previous experience. Financially capable. Authority to hold title. Can perform, with in house staff, the necessary services (survey, appraisal, title, negotiation, closing, relocation assistance, condemnation & "quick-take" authority) required to provide LERRD.*
- b. **Moderately Capable:** *Financially capable. Authority to hold title. Can provide, with contractor support, the necessary services (survey, appraisal, title, negotiation, closing, relocation assistance and condemnation authority) required to provide LERRD. Quick-take authority will be provided by \_\_\_\_\_.*
- c. **Marginally Capable:** *Financially capable. Authority to hold title. Will rely on approved contractors to provide the necessary services (survey, appraisal, title, negotiation, closing, and relocation assistance). Quick-take authority and authority to condemn will be provided by \_\_\_\_\_.*
- d. **Insufficiently Capable:** *Financially capable. Will rely on approved contractors to provide the necessary services (survey, appraisal, title, negotiation, closing, and relocation assistance). Quick-take authority and authority to condemn will be provided by \_\_\_\_\_.*  
*Will rely on \_\_\_\_\_ to hold title.*

***Summarize what support will be provided to the non-Federal Sponsor to ensure project success.***

**VIII. Coordination**

**This assessment has been coordinated with the non-Federal Sponsor and it concurs with the assessment.**

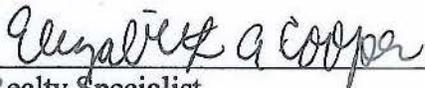
(Yes)

This assessment has been coordinated with:

Name: Danny Porter

Title: Public Works Director and City Engineer for the Village of  
Barboursville

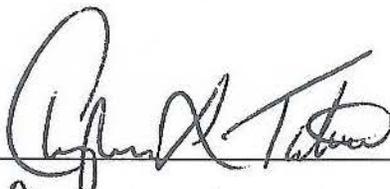
Prepared by:

  
\_\_\_\_\_  
Realty Specialist

Considering the capability of the non-Federal Sponsor and the ancillary support to be provided by Danny Porter, and identified above, it is my opinion that the risks associated with LERRD acquisition and closeout have been properly identified and appropriately mitigated.

  
\_\_\_\_\_  
Chief, Real Estate Division  
Huntington District

Non-Federal Sponsor Representative:

Signature:   
\_\_\_\_\_

Name: Christopher L Tatum

Title: MAYOR

Date: 5 / 19 / 2016