

APPENDIX D - REAL ESTATE

Neuse River Basin Flood Risk Management Technical Report

JANUARY 2023

REAL ESTATE SUMMARY

Table of Contents

APPENDIX D - REAL ESTATE	I
REAL ESTATE SUMMARY	II
SECTION 1. THE REAL ESTATE REPORT	3
1.1 Statement of Purpose	3
1.2 Study Authority.....	3
1.3 Project Location	3
1.4 Project Description.....	4
1.5 Real Estate Requirements	5
1.6 Utility/Facility Relocation.....	7
1.7 Existing Projects	7
1.8 Project Sponsor Responsibilities and Capabilities	7
1.9 Government Owned Property	7
1.10 Historical Significance.....	7
1.11 Mineral & Timber Rights	7
1.12 Hazardous, Toxic, and Radioactive Waste (HTRW)	7
1.13 Navigation Servitude.....	8
1.14 Zoning Ordinances.....	8
1.15 Induced Flooding	8
1.16 Mitigation.....	8
1.17 Public Law 91-646, Relocation Assistance Benefits.....	8
1.18 Attitude of Property Owners.....	8
1.19 Acquisition Schedule	8
1.20 Recommended Estates	9
1.21 Real Estate Cost Estimate	10
1.22 Real Estate Chart of Accounts.....	11
Exhibits	13

Figures:

Figure 1.3-1. Project Vicinity/Location Map	4
Figure 1.4-1. Examples of floodproofing measures.....	5

Tables:

Table 1.20-1 Real Estate Cost Estimate	10
Table 1.21-1 Real Estate Chart of Accounts	11

SECTION 1. THE REAL ESTATE REPORT

1.1 Statement of Purpose

The Real Estate Appendix is intended to support the Neuse River Basin Flood Risk Management Technical Report. The author of this report is familiar with the Project area. The North Carolina Department of Environmental Quality is the non-Federal sponsor (NFS) for the project. This report is tentative in nature, focused on Alternative 2 – Crabtree Creek, Raleigh, NC and is to be used for planning purposes only. All real estate requirements identified in the report are subject to change pending the completion of the final plans and specifications. As of the release date of the draft report, no coordination with the NFS has taken place with regards to the real estate requirements described in this report. The date of this draft report is 15 November 2022.

1.2 Study Authority

This study was authorized by House Resolution 2532 and adopted by the Committee on Transportation and Infrastructure of the United States House of Representatives on July 23, 1997. It authorizes an analysis of measures and alternative plans for reducing flood and storm damage to the entire Neuse River Basin.

Title IV of the Additional Supplemental Appropriations for Disaster Relief Act, 2019, authorizes the Government to conduct the study at full Federal expense to the extent that appropriations provided under the Investigations heading of the FY 19 Supplemental are available and used for such purpose.

1.3 Project Location

The Neuse River is located in North Carolina beginning in the piedmont and extends 248 miles southeast through the Coastal Plain and flows into the Pamlico Sound, covering approximately 6,200 square miles. The Neuse is the longest river in North Carolina, and at its mouth is the widest river in the United States at 6 miles. The topography of the basin is initially slightly hilly at the upper end, but then is primarily flat through most of the basin all the way to the coast. The study initially encompasses all or part of 18 counties. Major population centers in the Neuse River Basin include the cities of Raleigh, Wilson, Smithfield, Goldsboro, Kinston, and New Bern, NC.

Communities within the Neuse River Basin have a long history of flooding during major rainfall and hurricane events. Many communities within the basin have experienced major recurring flood events over the past 35 years associated with Hurricanes Gloria (1985), Fran (1996), Bonnie (1998), Floyd (1999), Matthew (2016) and Florence (2018)—the last three of which rank among the most destructive storms in state history. Recurring flooding within the basin results in considerable economic damages to homes, businesses, industry, and public infrastructure. For example, Hurricane Matthew is estimated to have caused over \$180M in damage to residential, non-residential, and public structures (NCEM and NCDOT, 2018). Inundation of structures and roadways (i.e., reduced access to critical services and recovery aid, inundation of occupied vehicles) also resulted in increased life safety risks both during and following flood events. The location map is shown at Figure 1.3-1.

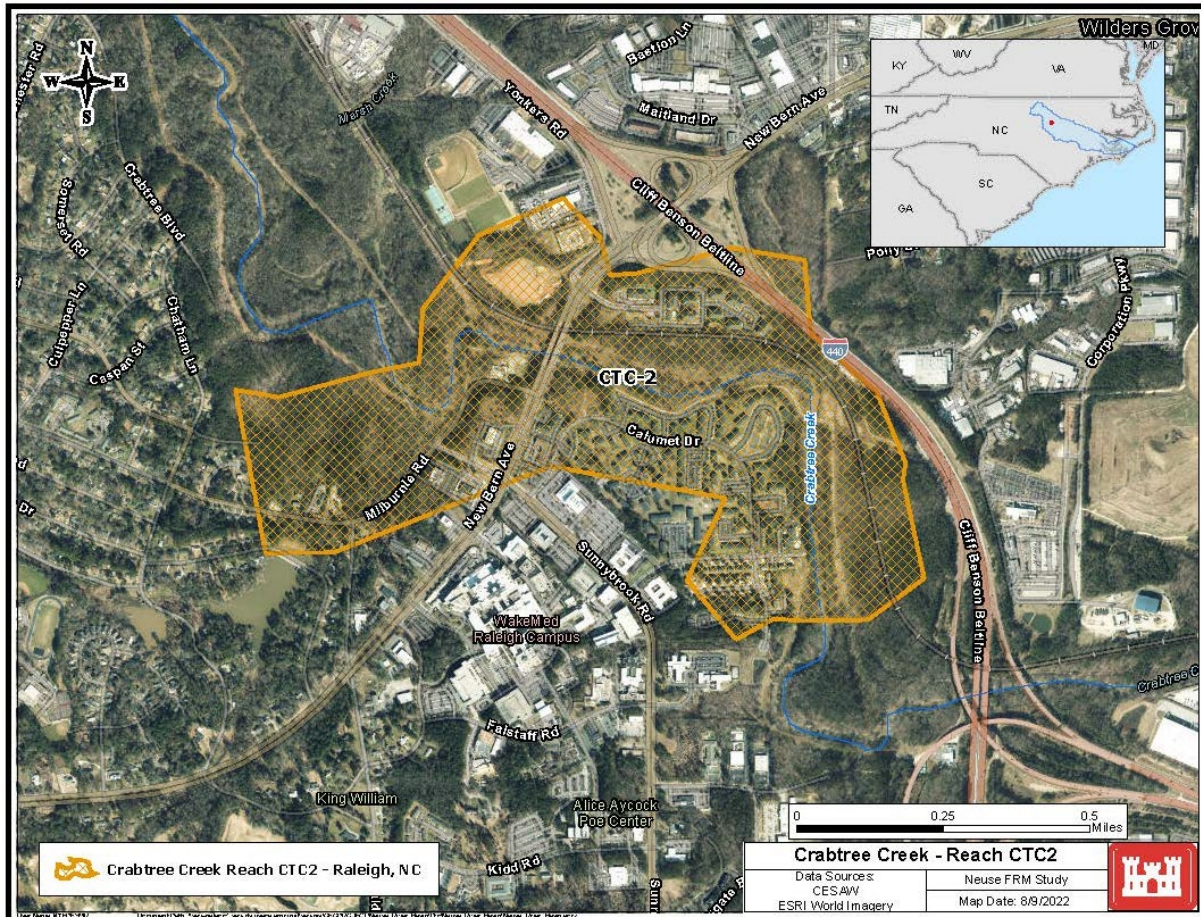


Figure 1.3-1. Project Vicinity/Location Map

1.4 Project Description

The focus of this REP is Alternative 2, which is a nonstructural plan that includes dry floodproofing of 12 structures adjacent to Crabtree Creek in Raleigh, NC in Reach CTC-2. Alternative 2 was the only alternative measure that provided positive net benefits and is the NED Plan. The footprint of Alternative 2 is shown above on Figure 1.3-1.

Only habitable structures are eligible for structure floodproofing. The total implementation period for this alternative is estimated to be 2.5 years, assuming 100 percent property owner participation.

Dry floodproofing makes a structure watertight below the level for which flood risk management is provided by preventing floodwaters from entering the structure. The specific nonstructural measures will be reviewed and refined in the Preconstruction Engineering and Design (PED) phase. While each eligible structure will be evaluated for the most cost-effective nonstructural measure, the government reserves the right to determine which measure shall be implemented at each structure location. Dry floodproofing would be implemented consistent with guidance in accordance with FEMA's National Flood Insurance Program (NFIP). Specifically, dry floodproofing actions for each structure could include some or all of the following: sealing ground level

doors and installing hardware to allow the use of drop-in flood shields; elevating external mechanical equipment such as HVAC units; floodproofing or raising electrical service connections; sealing utility pipes and/or plumbing penetrations; replacing gutters and downspouts; installing a sewer backflow check valve; and, resealing and replacing grout masonry joints. Examples of dry floodproofing are shown in Figure 1.4-1.

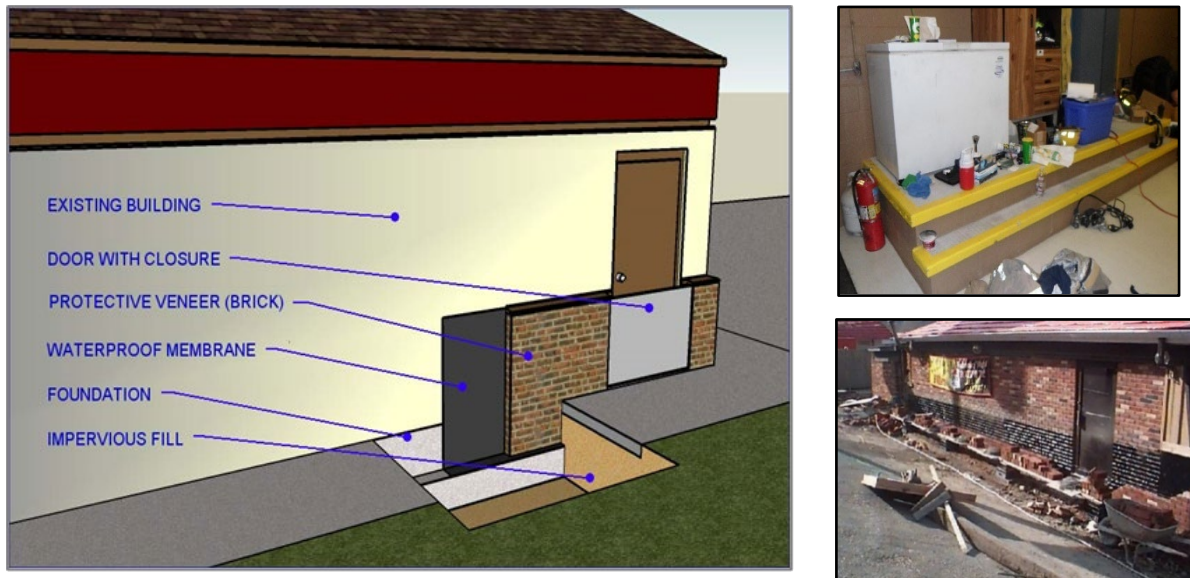


Figure 1.4-1. Examples of floodproofing measures.

Ground disturbing activities associated with any dry floodproofing measures would be limited to the following two work items:

1. Installation of backflow non-return valves in the sewer system. This activity would involve excavation of a section of the sewer line at each building. The excavation would be limited in scope, currently estimated at 5 to 10 linear feet by 3 to 6 feet in depth per structure. Limited erosion control measure would be needed, to include use of a silt fence, temporary seeding and mulching, and permanent seeding and mulching.
2. Raising of external mechanical equipment such as HVAC units. This activity would require minor excavation to install concrete footings to support a platform for the mechanical equipment.

Alternative 2 also includes development of public education materials highlighting residual, or remaining, flood risks throughout the Neuse River Basin. No other area of the basin, including any flood warning enhancements, were found to be not economically feasible.

1.5 Real Estate Requirements

To determine if a structure is eligible for the project, the owner must grant a standard Right-of-Entry for Survey and Exploration to USACE. Once a structure is deemed eligible, a Nonstructural Floodproofing Agreement (the "Agreement") would be executed between the NFS and the landowner. An example of the Agreement is attached as

Exhibit A. The process for determining a structure's eligibility is discussed in more detail in the Implementation Plan found at Appendix I of the main report.

The purpose of the Agreement is twofold: to serve as a contract between property owner and the NFS, and to restrict future development of the site below a stated elevation. Nonstructural floodproofing measures will be offered to owners of eligible structures on a voluntary basis. Structures identified as eligible will, in addition, have to meet the following criteria:

- Owner is willing to participate in the nonstructural program and execute a Floodproofing Agreement containing a restrictive covenant limiting development of the property below the determined elevation.
- The executed Floodproofing Agreement will be recorded in the local records and run with the title to the land in perpetuity.
- Structure is safe, decent and in a sanitary condition
- Owner possesses marketable title to the property
- Structure and appurtenant land are not contaminated with hazardous, toxic or radioactive waste or materials
- Owner does not owe taxes or other debts to any state or local government entity or to the Federal Government
- Owner has not previously received any disaster assistance for the elevation of the structure
- Property owner is willing to expend costs that may be necessary in connection with the floodproofing of the structure which are not eligible costs covered by the program (i.e. temporary housing during construction)

Structures categorized within the voluntary program will be floodproofed only with the owner's consent. Where owners are willing to participate, but structures do not meet the program criteria, if cure is possible, owners will be afforded the opportunity to cure any defect in the structure, otherwise applications for ineligible structures will be denied.

Eminent domain authority will not be used to require landowners in this category to participate in the program; however, tenants who reside in structures to be elevated may be eligible for certain benefits in the accordance with Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs of 1970. See 49 C.F.R. 24.2 (a)(9)(ii)(D) for additional details. Any costs for floodproofing are not included in real estate costs other than the Federal and non-federal incidental costs.

Where owners of eligible properties elect to participate in the Project, the following process shall be implemented:

- Property owner delivers a completed application for floodproofing to the NFS. The application must be signed by all owners and lien-holders of the property and structure;
- NFS shall ensure property meets all eligibility criteria;
- Property owner shall submit to the NFS proof of ownership and a current Elevation Certificate;
- NFS shall conduct a title search to verify marketable title;

- NFS shall conduct a Phase I HTRW/asbestos investigation. All asbestos must be abated and disposed of properly.
- Floodproofing Agreement is executed by property owner and NFS and recorded with the appropriate County clerk.
- Floodproofing of structure is completed.

The specific nonstructural treatments will be determined during PED phase.

1.6 Utility/Facility Relocation

There are no known utility/facility relocations associated with the project at this time.

1.7 Existing Projects

There are three existing Federal Projects located within the study area, the Falls Dam & Reservoir located in the upper basin, the Neuse River Cutoff Channel constructed in 1946 and located within the city limits of Goldsboro, NC and the CAP 1135 modification of the Neuse River Cutoff Channel. However, none of the project lands will be required for the proposed project.

1.8 Project Sponsor Responsibilities and Capabilities

As referenced in Section 1.5, the NFS will be required to obtain a Nonstructural Floodproofing Agreement from all landowners deemed eligible for the proposed project. Prior to construction, the NFS will provide USACE with an Authorization for Entry and Construction shown at Exhibit B. The Assessment of Non-Federal Sponsor's Real Estate Capability is attached as Exhibit C.

1.9 Government Owned Property

While no construction is proposed on Government owned property, the Falls Dam & Reservoir is in the upper river basin.

1.10 Historical Significance

As of the date of this report, no historically significant properties have been identified. More detailed information on historically significant properties will be addressed in Appendix H to the main report.

1.11 Mineral & Timber Rights

There are no known mineral or timber rights located within the scope of the proposed project. Based on the type of work being proposed, there would be no impact to existing mineral or timber rights should they be identified during the design phase.

1.12 Hazardous, Toxic, and Radioactive Waste (HTRW)

There are no known HTRW contaminants located within the project area as of the date of this report. During the design phase, a Phase I Environmental Site Assessment (ESA) and asbestos investigation will be conducted to confirm the absence of HTRW and damaged or friable asbestos or asbestos-containing materials, and, if warranted,

additional HTRW investigations and a Phase II ESA will be conducted at the property. Should the presence of HTRW be discovered, the property owner shall be obligated, at his sole cost and expense, to conduct all necessary response and remedial activities in full compliance with applicable local, state, and federal laws and regulations and provide proof of same before the property can be deemed to have met the eligibility requirements.

1.13 Navigation Servitude

The use of Navigational Servitude does not apply to this project.

1.14 Zoning Ordinances

Zoning ordinances are not of issue with this project. Application or enactment of zoning ordinances is not to be used in lieu of acquisition.

1.15 Induced Flooding

There will be no induced flooding caused by the proposed project.

1.16 Mitigation

Mitigation, monitoring, or adaptive management will not be required for implementation of the proposed action. Should the need for mitigation be revised during the design phase, a Mitigation Plan will be prepared, and all required real estate interest will be addressed at that time.

1.17 Public Law 91-646, Relocation Assistance Benefits

The nonstructural measures of elevation and floodproofing will be undertaken solely on a voluntary basis, and voluntary property owners are considered to receive benefits from such voluntary measures, and no relocation benefits are paid for voluntary measures. Under the P.L 91-646 Uniform Relocation Assistance, only tenants would be considered displaced persons for voluntary measures. The need for temporary relocation of tenants has not been determined as of the release date of the draft report. For planning purposes, it is estimated that approximately 275 tenants live within the proposed project area. A more accurate number of tenants will be determined prior to completion of the final report.

1.18 Attitude of Property Owners

As of the release date of the draft report, the attitude of the owners is unknown. It is anticipated that most of the owners will support the proposed project.

1.19 Acquisition Schedule

It is anticipated that the construction of this project will be done in phases. Prior to the release of the final report and after consulting with the NFS a detailed project schedule will be developed.

1.20 Recommended Estates

The following standard estates are recommended for the project. Should the need for a non-standard estate be identified during the design of the project, the estate will be drafted by the District and forwarded through Division to CEMP-CR for approval prior to completion of design.

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.

Should the need for access and staging be identified during the design phase, the standard Temporary Work Area Easement estate will be required.

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.

1.21 Real Estate Cost Estimate

The estimated real estate cost for the project was prepared without consulting with the NFS. Cost shown are the estimated cost of performing all NFS responsibilities described in the implementation plan as well as any tenant relocation assistance required by P.L. 91-646 if any.

Table 1.20-1 Real Estate Cost Estimate

a. Lands		Unit	Federal Cost	Sponsor Cost		
	Fee					\$ -
	Perp Easements					\$ -
	Temp Easements					\$ -
	Permit					\$ -
b. Improvements						
	Residential					\$ -
	Commercial					\$ -
c. Mineral Rights						\$ -
d. Damages						\$ -
e. P. L. 91-646	Tenant Temp Relocations	64		\$7,500.00		\$ 480,000.00
	NFS Relo Admin	64		\$4,000.00		\$ 256,000.00
	Fed Review	64		\$1,000.00		\$ 64,000.00
	30% contingencies					\$ 240,000.00
						\$ 1,040,000.00
f. Acquisition Cost - Admin						
	Nonstructural Properties	12				
	Federal		\$ 2,500.00			\$ 30,000.00
	Non-Federal			\$5,000.00		\$ 60,000.00
	30% contingencies					\$ 27,000.00
						\$ 117,000.00
TOTAL						\$ 1,157,000.00

1.22 Real Estate Chart of Accounts

The cost estimate for all Federal and non-Federal real estate activities necessary for implementation of the project after completion of the feasibility study for land acquisition, construction, LERRD, and other items are coded as delineated in the Cost Work Breakdown Structure (CWBS). This real estate cost estimate is then incorporated into the Total Current Working Estimate utilizing the Microcomputer Aided Cost Engineering System (MCACES).

Table 1.21-1 Real Estate Chart of Accounts

01A	PROJECT PLANNING	FEDERAL	NON-FEDERAL	NONSTRUCTURAL PROPERTIES	TOTALS
	Other				
	Project Cooperation Agreement	\$ -	\$ -		\$ -
01AX	Contingencies (25%)	\$ -	\$ -		\$ -
	Subtotal	\$ -	\$ -		\$ -
01B	LANDS AND DAMAGES				
01B40	Acq/Review of PS	\$2,500.00	\$ -	12	\$ 30,000.00
01B20	Acquisition by PS	\$ -	\$5,000.00	12	\$ 60,000.00
01BX	Contingencies (30%)				\$ 27,000.00
	Subtotal				\$ 117,000.00
01H	AUDIT				
01H10	Real Estate Audit	\$ -			\$ -
01HX	Contingencies (15%)	\$ -			\$ -
	Subtotal	\$ -			\$ -
01R	REAL ESTATE LAND PAYMENTS				
01R1B	Land Payments by PS	\$ -	\$ -		\$ -
01R2B	PL91-646 Relocation Pymt by PS	\$ -	\$7,500.00	64 Tenants	\$ 480,000.00
	NFS Relo Admin		\$4,000.00		\$ 256,000.00
01R2D	Review of PS	\$1,000.00			\$ 64,000.00
01RX	Contingencies (30%)				\$ 240,000.00
	Subtotal				\$1,040,000.00
	TOTALS				\$1,157,000.00

This Real Estate Appendix has been prepared in accordance with policy and guidance set forth in

ER 405-1-12, Chapter 12, Real Estate Planning and Acquisition Responsibilities for Civil Works Projects.

Reviewed by:

Ralph J. Werthmann
Chief, Real Estate Division
Savannah District

Exhibits

Exhibit A – Example of Nonstructural Floodproofing Agreement

Exhibit B – Authorization for Entry for Construction/Attorneys Certificate of Authority

Exhibit C – Assessment of Non-Federal Sponsor’s Real Estate Acquisition Capability

Exhibit A

Example of Nonstructural Floodproofing Agreement

TRACT NO. [TRACT]
NEUSE RIVER BASIN
NONSTRUCTURAL FLOODPROOFING AGREEMENT

WHEREAS, pursuant to Public Law 96-367 (Title II, Section 202, of the Energy and Water Development Appropriation Act, 1981), as amended, and pursuant to the provisions of the Project Partnership Agreement (hereinafter referred to as the "PPA") dated [DATE] between the United States of America (hereinafter sometimes referred to as the "Government") and the North Carolina Department of Environmental Quality (hereinafter sometimes referred to as the "NCDEQ"), NCDEQ has undertaken the implementation of the Neuse River Nonstructural Floodproofing Project (hereinafter sometimes referred to as the "Project");

WHEREAS, implementation of the Project includes, inter alia, the floodproofing of certain structures so that the habitable floors thereof are raised to levels or protected by other means in such a manner which will protect the structures from certain flooding to the greater extent practicable by allowing the free movement of floodwater beneath and around the structures;

WHEREAS, [PROPERTY OWNER]; (hereinafter sometimes referred to as the "Owner"), is the Owner of a certain parcel of land identified by the NCDEQ as Tract No. [TRACT], and being the same land as that described in a deed from [ACQUIRING TRANSACTION DESCRIPTION], which existing structure can and shall be floodproofed in compliance with this agreement and;

WHEREAS, it is the desire of the Owner to participate in and receive the benefits of the Project;

NOW, THEREFORE, THIS AGREEMENT AND GRANT made and entered into by and between [OWNER]; and the NCDEQ, as aforesaid;

WITNESSETH, that for and in consideration of the premises and the mutual agreements and covenants hereinafter set forth;

1. The NCDEQ, in conjunction with the Government, hereby agrees to floodproof the subject structure. The Owner shall permit entry upon the property by an authorized Government contractor, and permit said contractor to modify the structure consistent with contractor design to be developed. The Owner shall further permit an inspection or inspections of the floodproofing work by the NCDEQ, its contractors, assigns or representatives upon completion of the work, and/or at any time during the work's progress, to ensure that the work is acceptable to the NCDEQ and has been satisfactorily performed to meet the Project's criteria as to design, construction, and protection. Provided, further, that the floodproofed structure shall not be located within the regulatory floodway. Provided, further, that, should the Owner incur any cost in excess of said amount, that cost shall be borne by the Owner unless such additional amount is expressly approved in writing by the Government as necessary for the purposes of flood damage reduction.

3. The Owner hereby agrees that the Owner shall not convey to any third party any interest in and to said land and the structures or create any liens thereon prior to completion of said floodproofing work and recordation of this Agreement by the Government in the land records of _____ County, North Carolina, without the prior written approval of the Government.

4. The Owner hereby acknowledges that the Government has made no warranties or guarantees whatsoever in connection with the Contractor or with the Contractor's ability to satisfactorily perform the work; and, that, as between the Government and the Owner, the Owner is solely responsible to arrange for the Contractor's satisfactory completion of the work in accordance herewith.

5. Further, that for and in the consideration aforesaid, the receipt and sufficiency of which are hereby acknowledged, the Owner, for herself and her heirs and assigns, do hereby GRANT, unto the NCDEQ, and its assigns, the perpetual right, power, and privilege of access to said land and any structures thereon at all reasonable times considered necessary by the NCDEQ, its contractors, assigns or representatives to ensure that this Agreement, its covenants and restrictions, and the intents and purposes of the project are being complied with by the Owner, for herself and her heirs and assigns.

6. The Owner, for _____ and her heirs and assigns, hereby covenant and warrant to the NCDEQ, and to its assigns forever, and agree, that no construction, alteration, or placement of structures of any kind or nature whatsoever on said land shall take place unless the lowest floor thereof to be used for human habitation, commercial or business purposes is elevated above [DETERMINED ELEVATION] feet mean sea level, and this restriction also prohibits the placement of water damageable material of any kind below the stated elevation of [DETERMINED ELEVATION] mean sea level, and any use of materials below this elevation must meet the requirement of "Flood Resistant Material" as defined in the Federal Emergency Management Agency's (FEMA) FIA-TB-2(4/93)(Technical Bulletin 2-93) this restriction and requirement shall be specifically included in every instrument subsequent hereto conveying title to any interest in said land or structures thereon.

7. The Owner, for herself and her heirs and assigns, hereby covenant, warrant, and agree she will forever hold and save harmless and blameless the Government and the NCDEQ, and its assigns, from any damages or injuries resulting either directly or indirectly from any floodproofing work and any flooding of said land or of the floodproofed structure.

8. The Owner, for herself and her heirs and assigns, recognize and agree that the grant hereby made to the NCDEQ, and the covenants and restrictions herein, in connection with the Project, are necessary and appropriate to ensure the purposes of said Project, namely, as authorized by Section 202 of the Water Resources and Development Act of 1981, Public Law 96-367, as amended, to afford a level of protection against flooding at least sufficient to prevent any future losses from the likelihood of flooding as [LEVEL OF PROTECTION], whichever is greater; and, that for those purposes the NCDEQ, and its assigns, shall forever have the right unchallenged by the Owner, and by the Owner's heirs and assigns, to seek legal enforcement of all of the provisions contained herein, it being the intentions of the parties that said provisions shall attach to and run with the land forever.

9. It is further provided that the obligations of the Government herein are contingent upon the Owner obtaining, as may be acceptable to the Government, the consent of any lienholder or tenants to the terms of this Agreement and obtaining from any lienholder or tenants waivers, releases, and/or subordinations of her rights in the premises to the extent necessary to accomplish the work and covenants and restrictions herein, as may be required by the Government.

IN WITNESS WHEREOF, the parties have executed this Agreement and Deed effective as of the date of acceptance hereof by the North Carolina Department of Environmental Quality.

[OWNER NAME] Owner

[OWNER NAME], Owner

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by [OWNER NAME] and [OWNER NAME].

NOTARY PUBLIC

My Commission Expires:

ACCEPTED:

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

By: _____
[TITLE]

DATE _____

ACKNOWLEDGEMENT

STATE OF NORTH CAROLINA

COUNTY OF _____

On this ____ day of _____, [YEAR], the undersigned officer, personally appeared _____, [TITLE], North Carolina Department of Environmental Quality, known to me to be the person described in the foregoing Agreement and Deed, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal)

NOTARY PUBLIC

My Commission Expires:

THIS INSTRUMENT WAS PREPARED BY:

[NAME], Attorney
[ADDRESS 1]
[ADDRESS 2]

Exhibit B

AUTHORIZATION FOR ENTRY FOR CONSTRUCTION

I _____, _____ for the
(Name of accountable official) (Title)

(Sponsor Name) _____, do hereby certify that the (Sponsor Name) has acquired the real property interest required by the Department of the Army, and otherwise is vested with sufficient title and interest in lands to support construction for (Project Name, Specifically identified project features, etc.). Further, I hereby authorize the Department of the Army, its agents, employees and contractors, to enter upon _____ (Tract Numbers) _____ to construct (Project Name, Specifically identified project features, etc.) as set forth in the plans and specifications held in the U. S. Army Corps of Engineers' (district, city, state)

WITNESS my signature as _____ for the
(Title)

(Sponsor Name) _____ this ___ day of _____, 20__.

BY: _____
(Name)
(Title)

ATTORNEY'S CERTIFICATE OF AUTHORITY

I, _____, _____ for the
(Name) (Title of legal officer)

(Sponsor Name), certify that _____ has
(Name of accountable official)

authority to grant Authorization for Entry; that said Authorization for Entry is executed by the proper duly authorized officer; and that the Authorization for Entry is in sufficient form to grant the authorization therein stated.

WITNESS my signature as _____ for the
(Title)

(Sponsor Name), this _____ day of _____, 20__.

BY: _____
(Name)
(Title)

Exhibit C

NEUSE RIVER BASIN FLOOD RISK MANAGEMENT INTEGRATED ENVIRONMENTAL ASSESSMENT

Assessment of Non-Federal Sponsor's Real Estate Acquisition Capability

I. Legal Authority:

- a. Does the sponsor have legal authority to acquire and hold title to real property for project purposes? (yes)
- b. Does the sponsor have the power to eminent domain for this project? (na)
- c. Does the sponsor have "quick-take" authority for this project? (na)
- d. Are any of the land/interests in the land required for this project located outside the sponsor's political boundary? (no)
- e. Are any of the lands/interests in land required for the project owned by an entity whose property the sponsor cannot condemn? (na)

II. Human Resource Requirements:

- a. Will the sponsor's in-house staff require training to become familiar with the real estate requirements of Federal projects including P. L. 91-646, as amended? (no)
- b. If the answer to II.a. is "yes", has a reasonable plan been developed to provide such training? (na)
- c. Does the sponsor's in-house staff have sufficient real estate acquisition experience to meet its responsibilities for the project? (yes)
- d. Is the sponsor's projected in-house staffing level sufficient considering its other workload, if any, and the project schedule? (yes)

III. Can the sponsor obtain contractor support, if required in a timely fashion? (yes)

III. Will the sponsor likely request USACE assistance in acquiring real estate? (no)

III. Other Project Variables:

- a. Will the sponsor's staff be located within reasonable proximity to the project site? (yes)
- b. Has the sponsor approved the project/real estate schedule/milestones? (no)

IV. Overall Assessment:

- a. Has the sponsor performed satisfactory on other USACE projects? (yes)
- b. With regard to the project, the sponsor is anticipated to be: highly capable

V. Coordination:

- a. Has this assessment been coordinated with the sponsor? (yes)
- b. Does the sponsor concur with this assessment? (yes)

Prepared by:

Realty Specialist

Reviewed and approved by:

Ralph J. Werthmann
Chief, Real Estate Division