

# **APPENDIX J**

## **REAL ESTATE PLAN**

# **Appendix J**

## **REAL ESTATE PLAN**

**Terrebonne Basin Barrier Shoreline Restoration Project**  
**Feasibility Study**  
**Terrebonne Parish, Louisiana**

**NER Plan**

**September 22, 2010**

**Real Estate Plan  
Terrebonne Basin Barrier Shoreline Restoration Project  
Feasibility Study  
Table of Contents**

**PURPOSE:.....3**

**PROJECT LOCATION: .....3**

**PROJECT SPONSOR: .....4**

**GENERAL PROJECT DESCRIPTION FOR THE NER PLAN: .....4**

**LER: .....12**

**NFS OWNED LER .....13**

**ESTATES.....13**

**SPONSOR LAND ACQUISITION CAPABILITY: .....14**

**ACQUISITION COSTS: .....15**

**ACQUISITION SCHEDULE: .....15**

**RELOCATION ASSISTANCE BENEFITS: .....15**

**ENVIRONMENTAL ISSUES: .....16**

**STATE/FEDERAL PROJECTS IN THE PROJECT AREA: .....16**

**FEDERALLY OWNED LANDS:.....19**

**MINERAL EXPLORATION: .....19**

**INDUCED FLOODING: .....20**

**ZONING ORDINANCES: .....20**

**FACILITY/UTILITY RELOCATIONS: .....20**

**NAVIGATION SERVITUDE:.....21**

**ACQUISITION PRIOR TO PPA:.....22**

**LANDOWNER ATTITUDE:.....22**

**Table of Exhibits**

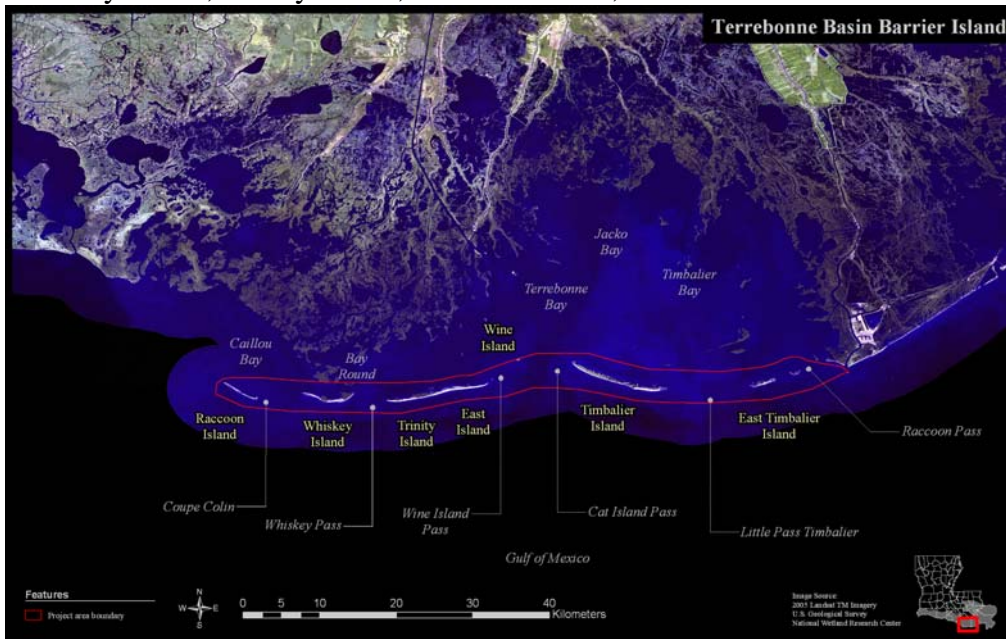
- Exhibit I: Non-Federal Sponsor Assessment of Acquisition Capability**
- Exhibit II: Chart of Accounts**
- Exhibit III: Quality Control Plan Checklist**
- Exhibit IV: Sample Letter Agreement Between Agencies**
- Exhibit V: Sample State of Louisiana Right- of-Way Grant**
- Exhibit VI: Timbalier Facility/Utility Maps**
- Exhibit VII: Request to Deviate from Acquisition of Fee Interest**

**Purpose:**

The purpose of this Real Estate Plan is to determine the impact of the proposed construction on the real estate located within the project limits. This Real Estate Plan (REP) presents a preliminary plan for any acquisitions of lands, easements, relocations and rights-of-way necessary for construction and implementation of the National Ecosystem Restoration (NER) Plan outlined in the, “Terrebonne Basin Barrier Shoreline Restoration in Terrebonne Parish, Louisiana”. However, the NER plan cannot be constructed within the maximum project cost as authorized by WRDA 2007 and modified according to section 902 of the WRDA 1986, as amended. Therefore, Alternative 11, a subset of the NER plan, is the implementable part of the NER Plan within the current authorization. The construction and renourishment of Whiskey Island is the first component of construction of the NER Plan. Because USACE will seek additional authorization in order to construct additional increments of the NER plan, this REP addresses the entire NER plan. This document is for planning purposes only and is subject to change.

**Project Location:**

The Louisiana Coastal Authority (LCA) study area, which includes the Louisiana coastal area from Mississippi to Texas, is comprised of two wetland-dominated ecosystems, the Deltaic Plain of the Mississippi River and the closely linked Chenier Plain, both of which are influenced by the Mississippi River. For planning purposes, the LCA study area was divided into four subprovinces, with the Deltaic Plain comprising Subprovinces 1, 2, and 3, and the Chenier Plain comprising Subprovince 4. The Terrebonne Basin Barrier Shoreline Restoration Project, recommends the construction of the NER plan, which involves ecosystem restoration of Whiskey Island, Trinity Island, Raccoon Island, and Timbalier Island in Terrebonne Parish.



**Figure 1: Terrebonne Basin Barrier Shoreline Restoration Study Area**



**Project Sponsor:**

The Non-Federal Sponsor (NFS) is the Coastal Protection and Restoration Authority (CPRA), an agency of the State of Louisiana. However the Office of Coastal Protection and Restoration (OCPR), (also a State of Louisiana agency), is the implementing arm of CPRA, which has been given authority to acquire and hold these lands. As the Non-Federal Sponsor, CPRA through OCPR must provide all real estate interests required for this proposed project construction, i.e., all lands, easements, right-of-way relocations, and any other interests, including suitable borrow and dredged or excavated material disposal areas (LERRDs). OCPR has indicated it would provide all lands, water bodies, and/or water bottoms that are owned, claimed, or controlled by the State of Louisiana. If condemnation becomes necessary OCPR, having no “quick take” authority of its own, will partner with another public agency to acquire the lands needed for this project. The NFS feels confident in being able to meet the “public need” requirements of the quick take statutes of the State of Louisiana.

**General Project Description for the NER Plan:**

The NER plan was selected because it represents a system-wide and cost-effective approach of restoring as many islands within the Terrebonne Basin barrier system which can be constructed with available sediment sources. A renourishment plan was also developed for the islands to maintain their geomorphologic form and ecologic function throughout the 50-year period of analysis.

Alternative 5 (Raccoon with Terminal Groin (Plan E) / Whiskey (Plan C) / Trinity (Plan C) / and Timbalier (Plan E)) was selected as the NER because it is a Best Buy plan that fulfills the planning objectives of this study. The alternative restores the geomorphologic form and ecologic function of the four islands in the Terrebonne Basin barrier system. Immediately after construction, the NER will add 3,283 acres of habitat (dune, intertidal, and supratidal) to the existing island footprints of Raccoon, Whiskey, Trinity, and Timbalier Islands, increasing the total size of the islands to 5,840 acres. This includes approximately 472 acres of dune, 4,320 acres of supratidal habitat, and 1,048 acres of intertidal habitat. In addition to protecting and maintaining precious ecological benefits, the NER protects existing State investments on the island.

The NER plan will require approximately 27.3 million cubic yards (mcy) of beach material and 18.7 mcy of marsh material for initial construction. This material will be dredged from a number of offshore borrow areas including South Pelto, Whiskey 3, New Cut, Raccoon, and Ship Shoal (all state or federally owned waterbottoms). Therefore, no borrow easement is necessary; the State of Louisiana will issue a Grant of Particular Use (GPU) or a Letter Agreement, such as the sample one shown in Exhibit IV, between governmental agencies to cover project features for the construction of this project. Appropriate permitting will be obtained from the Mineral Management Service (MMS) prior to mining operations in federal waters.

Following are brief descriptions of the work to be completed on each of the islands in the NER plan.

### **Whiskey (Plan C)**

Whiskey Plan C proposes approximately 622 acres of beach/dune and 110 acres of marsh will be created, resulting in a total of 732 acres.

Whiskey Plan C was designed to avoid impacts to approximately 286 acres of existing mangroves on the island in order to minimize the ecologic impact during construction. Plan C was also designed to complement TE-50, which is an existing CWPPRA project that was constructed in 2009. TE-50 created approximately 316 acres of intertidal back-barrier marsh between the two existing mangrove stands.

Fill quantities for the dune/beach and marsh components of Whiskey Plan C are 8.3 million and 0.6 million cubic yards, respectively. For the dune area, the material will be pumped from the dredge to the beach. The material will then be worked on the beach by bulldozers and front-end loaders. For the marsh area, the material will be pumped from the offshore borrow site. Dikes will be constructed around the perimeter. These operations will be completed in a manner that will minimize turbidity of the water at the dredge site and the discharge site.

Approximately 18,075 feet of sand fencing will be installed. The sand fences are porous barriers that reduce wind speed along the coast such that sand being transported by the wind accumulates on the downwind side of the fence. The sand fences will promote deposition of windblown sand, create dune features, reduce trampling of existing dunes by beach visitors, and protect vegetative plantings. Vegetative plantings will include a variety of native species.

### **Raccoon with Terminal Groin (Plan E)**

Raccoon Plan E proposes approximately 360 acres of beach/dune and 318 acres of marsh will be created, resulting in a total of 678 acres.

Eight detached and segmented breakwaters were constructed as part of a CWPPRA project (TE-29) in 1997. The breakwaters were installed to reduce shoreline retreat, promote sediment deposition along the beach, and to protect seabird habitat. Due to the success of the TE-29 breakwaters, eight additional breakwaters were constructed as part of a separate CWPPRA project (TE-48) that was completed in 1997. The breakwaters were installed west of the original breakwaters. TE-48 also included the creation of approximately 60 acres of emergent and intertidal back-barrier marsh. Raccoon Plan E was designed to complement the intertidal marsh created as part of TE-48. Plan E was also designed to avoid approximately 58 acres of existing mangroves immediately adjacent to and gulfward of TE-48.

A terminal groin will also be constructed as part of Raccoon Island Plan E. The terminal groin will be approximately 1200 feet long and 75 feet wide and will be installed at the western terminus of the template to prevent sediment migration out of the Isle Dernieres system.

Fill quantities for the dune/beach and marsh components of Raccoon Plan E are 5.2 million and 5.1 million cubic yards, respectively. For the dune area, the material will be pumped from the dredge to the beach. The material will then be worked on the beach by bulldozers and front-end loaders. For the marsh area, the material will be pumped from the offshore borrow site. Dikes will be constructed around the perimeter. These operations will be completed in a manner that will minimize turbidity of the water at the dredge site and the discharge site.

Approximately 11,912 feet of sand fencing will be installed. The sand fences are porous barriers that reduce wind speed along the coast such that sand being transported by the wind accumulates on the downwind side of the fence. The sand fences will promote deposition of windblown sand, create dune features, reduce trampling of existing dunes by beach visitors, and protect vegetative plantings. Vegetative plantings will include a variety of native species.

### **Timbalier (Plan E)**

Timbalier Plan E proposes approximately 1567 acres of beach/dune and 1063 acres of marsh will be created, resulting in a total of 2630 acres. A 2 acre access channel will be constructed to allow continued access to a Tennessee Connection facility on the western side of the island. A 6 acre access channel will be constructed to allow for the continued access to two Hilcorp facilities within the project footprint. Both access channels will be within state waterbottoms. See the attached maps in Exhibit VI.

Fill quantities for the dune/beach and marsh components of Timbalier Plan E are 10.7 million and 9.1 million cubic yards, respectively. For the dune area, the material will be pumped from the dredge to the beach. The material will then be worked on the beach by bulldozers and front-end loaders. For the marsh area, the material will be pumped from the offshore borrow site. Dikes will be constructed around the perimeter. These operations will be completed in a manner that will minimize turbidity of the water at the dredge site and the discharge site.

Approximately 35,425 feet of sand fencing will be installed. The sand fences are porous barriers that reduce wind speed along the coast such that sand being transported by the wind accumulates on the downwind side of the fence. The sand fences will promote deposition of windblown sand, create dune features, reduce trampling of existing dunes by beach visitors, and protect vegetative plantings. Vegetative plantings will include a variety of native species.

### **Trinity (Plan C)**

Trinity Plan C proposes approximately 499 acres of beach/dune and 512 acres of marsh will be created, resulting in a total of 1,011 acres.

Fill quantities for the dune/beach and marsh components of Trinity Plan C are 3.1 million and 4.0 million cubic yards, respectively. For the dune area, the material will be pumped from the dredge to the beach. The material will then be worked on the beach by bulldozers and front-end loaders. For the marsh area, the material will be pumped from the offshore borrow site. Dikes will be constructed around the perimeter. These operations will be completed in a manner that will minimize turbidity of the water at the dredge site and the discharge site.

Approximately 22,467 feet of sand fencing will be installed. The sand fences are porous barriers that reduce wind speed along the coast such that sand being transported by the wind accumulates on the downwind side of the fence. The sand fences will promote deposition of windblown sand, create dune features, reduce trampling of existing dunes by beach visitors, and protect vegetative plantings. Vegetative plantings will include a variety of native species.

## **Renourishment**

**Raccoon Island** will be renourished at year 30 by adding adequate sediment such that the dune and supratidal beach acres would be equivalent to that of a newly constructed Plan B template. **Whiskey Island** will require two renourishment intervals. The first will occur at year 20 and will include the addition of the same amount of dune and supratidal beach habitat that was originally created in year 1. The second renourishment interval will occur at year 40 and will include the addition of the same amount of dune and supratidal beach habitat needed to construct a Plan B template. **Trinity Island** will be renourished at year 25 by adding the same amount of dune and supratidal beach habitat that was originally added in year 1. **Timbalier Island** will be renourished at year 30 by adding adequate sediment such that the dune and supratidal beach habitat acres would be equivalent to the acres of a newly constructed Plan B template.

Maps of the footprints of each of the islands are as follows:

Image Source:  
 U.S. Geological Survey  
 National Wetlands Research Center  
 2008 Aerial Photography



Symbol	Island Boundary	Acres
	Island Boundary prior to Construction (2012)	855
	Island Boundary after Construction (2013)	1345
NA	Total Overlay	855
	Area Potentially Requiring ROW Acquisition	263

Symbol	Project Component (2013)	Acres
	Proposed Vegetated Dune/Swale	122
	Proposed Vegetated Marsh Area	110
	Proposed Beach (unvegetated)	512
	Existing Mangrove Stands	286
	TE-50 (CWFPRAs)	315
	<b>Total</b>	<b>1345</b>

**COASTAL ENGINEERING CONSULTANTS INC.**  
 PH: (336) 843-2324  
 FAX: (336) 843-1748  
 2106 SOUTH HORSESHOE DRIVE  
 NAPLES, FLORIDA 34104

**Terrebonne Basin Barrier Shoreline Restoration  
 Whiskey Island: Plan C**

January 2010

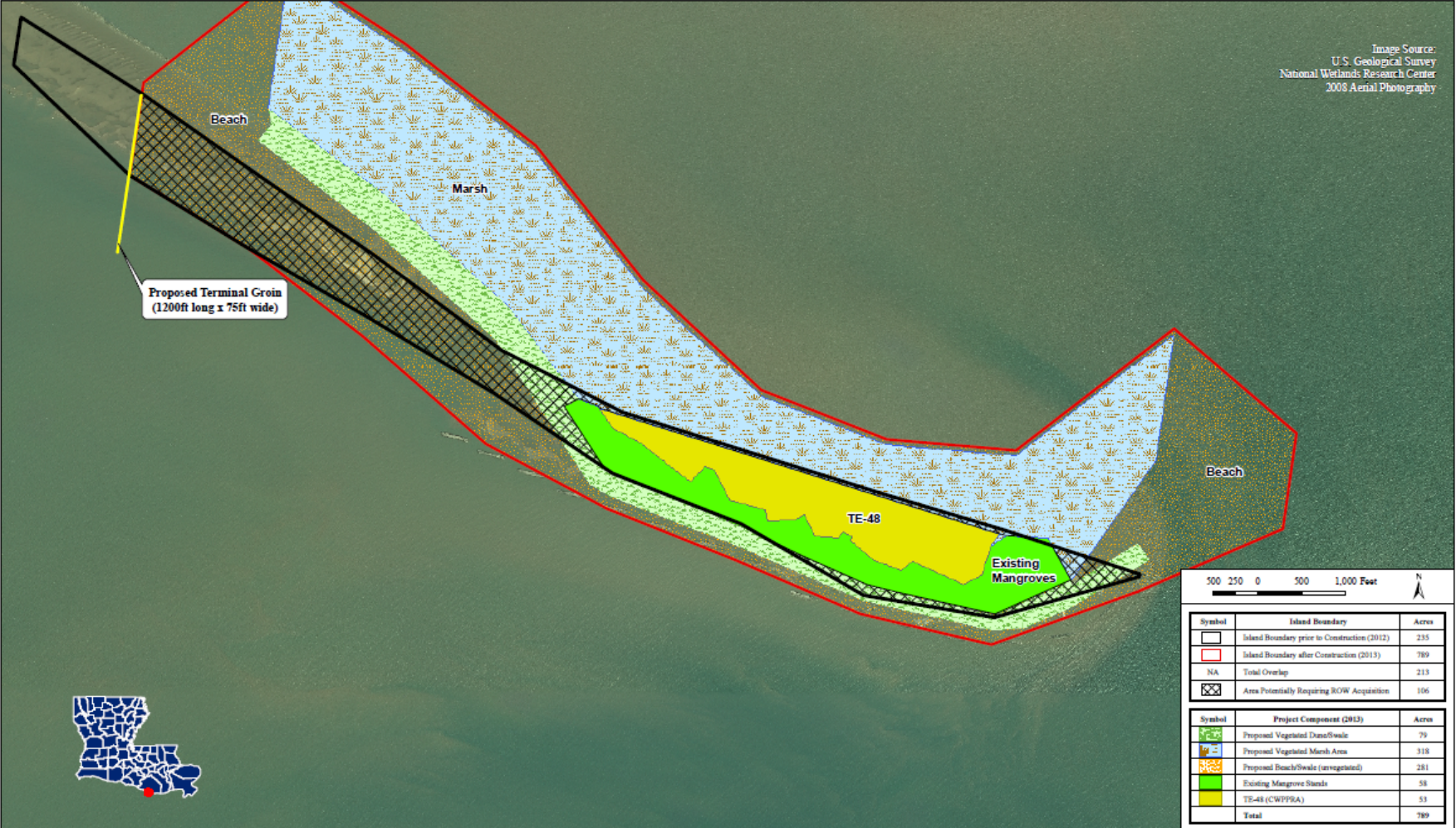
Project Number: 11155

**SJB GROUP, LLC**  
 SOUTHERN JACOBS GROUP  
 P.O. BOX 1751      PHONE: (225) 769-3400  
 BATON ROUGE, LA 70821      FAX: (225) 769-3356

U:\2009\Projects\2010\11155\_01\_LCA\_Terrebonne Basin Barrier Shoreline\04\10099\Island\_Design\Plan\_C\2010-01-21\Whiskey\_Isp\_Plan\_C.mxd



Image Source:  
 U.S. Geological Survey  
 National Wetlands Research Center  
 2008 Aerial Photography



Symbol	Island Boundary	Acres
	Island Boundary prior to Construction (2012)	235
	Island Boundary after Construction (2015)	789
NA	Total Overlay	213
	Area Potentially Requiring ROW Acquisition	106

Symbol	Project Component (2013)	Acres
	Proposed Vegetated Dune/Swale	79
	Proposed Vegetated Marsh Area	518
	Proposed Beach/Swale (unvegetated)	281
	Existing Mangrove Stands	58
	TE-48 (CWPPRA)	53
	<b>Total</b>	<b>789</b>

**COASTAL ENGINEERING CONSULTANTS INC.**  
 PH: (336) 843-2324  
 FAX: (336) 843-1743  
 3108 SOUTH HORSESHOE DRIVE  
 NAPLES, FLORIDA 34104

**Terrebonne Basin Barrier Shoreline Restoration  
 Raccoon Island: Plan E with Terminal Groin**

January 2010

Project Number: 11155

**STB GROUP, LLC**  
 P.O. BOX 1751 BAYONE (225) 769-3400  
 BATON ROUGE, LA 70821 FAX: (225) 769-3366

010000000120101113\_01.LCA Terrebonne Basin Barrier Shoreline/Typical/MAPP/Island\_Coastal/Plan\_E/Island/2010/01/10/2010\_Raccoon\_Island\_Plan\_E.dwg



Image Source:  
 U.S. Geological Survey  
 National Wetlands Research Center  
 2008 Aerial Photography



Symbol	Island Boundary	Acres
	Island Boundary prior to Construction (2012)*	1087
	Island Boundary after Construction (2013)	2630
NA	Total Overlay (including internal canals/ponds)	1054
	Area Potentially Requiring ROW Acquisition	1054
*Includes 100 acres of subtidal canals and internal ponds		
Symbol	Project Component (2013)	Acres
	Proposed Vegetated Dune Strata	317
	Proposed Vegetated Marsh Area	1063
	Proposed Beach (vegetated)	1250
NA	Tracked area (existing island)	0
<b>Total</b>		<b>2630</b>

**COASTAL ENGINEERING CONSULTANTS INC.**  
 PH: (228) 849-2324  
 FAX: (228) 849-1148  
 3008 SOUTH HIGHWAY 90 WEST  
 NAPLES, FLORIDA 34104

**Terrebonne Basin Barrier Shoreline Restoration  
 Timbalier Island: Plan E**

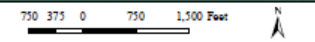
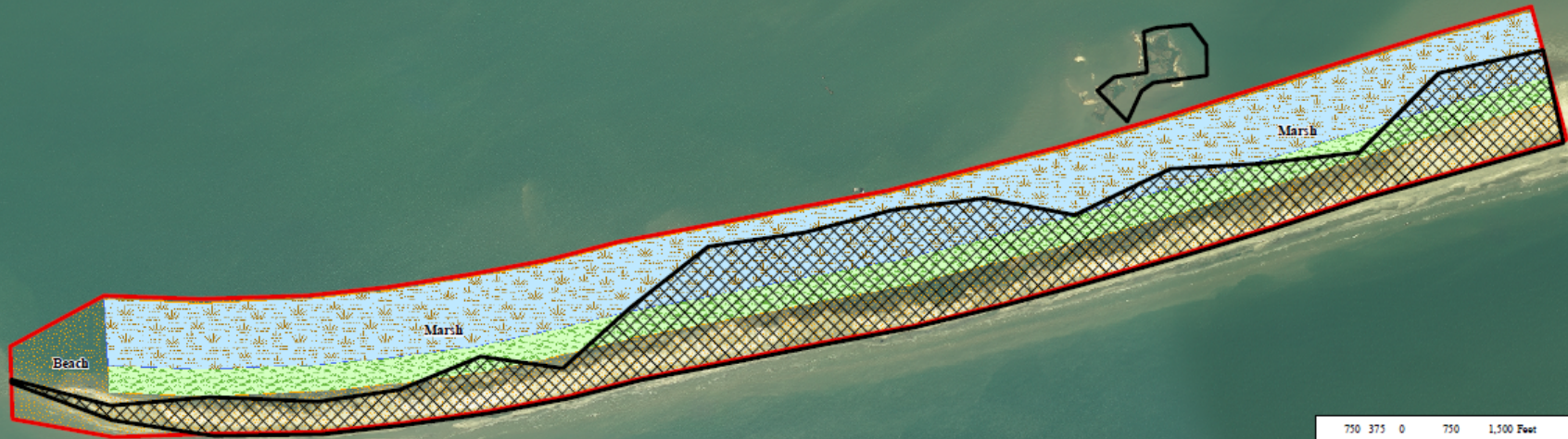
January 2010

Project Number: 11155

**SJB GROUP, LLC**  
 801 BOX 1175  
 BAYTON DELTA, LA. 70521  
 PHONE: (225) 369-3400  
 FAX: (225) 369-0596

© 2010 Coastal Engineering Consultants, Inc. All rights reserved. This document is the property of Coastal Engineering Consultants, Inc. and is not to be distributed, copied, or reproduced in any form without the written permission of Coastal Engineering Consultants, Inc.

Image Source:  
U.S. Geological Survey  
National Wetlands Research Center  
2008 Aerial Photography



Symbol	Island Boundary	Acres
	Island Boundary prior to Construction (2012)*	596
	Island Boundary after Construction (2015)	1149
NA	Total Overlay (including internal ponds)	596
	Area Potentially Requiring ROW Acquisition	558

\*Includes 14 acres internal ponds

Symbol	Project Component (2015)	Acres
	Proposed Vegetated Dune/Swale	204
	Proposed Vegetated Marsh Area	521
	Proposed Beach (unvegetated)	402
NA	Disaffected area (existing island)	22
	<b>Total</b>	<b>1149</b>

**COASTAL ENGINEERING CONSULTANTS INC.**  
PH: (251) 843-2224  
FAX: (251) 843-1143  
3156 SOUTH HORSESHOE DRIVE  
NAPLES, FLORIDA 34104

**Terrebonne Basin Barrier Shoreline Restoration  
Trinity Island: Plan C**

January 2010

Project Number: 11155

**SJB GROUP, LLC**  
QUALITY BY DESIGN  
P.O. BOX 1751      PHONE: (225) 769-3400  
BATON ROUGE, LA 70821      FAX: (225) 769-3596



**LER:**

**Whiskey Island** is an uninhabited island off the coast of Terrebonne Parish. Access to the Island is only by boat. Based on measurements derived from 2008 aerial imagery, it has a footprint which contains 855 acres. The island has a narrow beach area on the Gulf front and broken marsh on the landside. Fill for the dune/beach and marsh components will be placed directly into waterbottoms owned by the State of Louisiana as well as the upland areas owned by the State. The island is owned by the State of Louisiana and is under the jurisdiction of the Louisiana Department of Wildlife & Fisheries for Isles Dernieres Barrier Island Refuge, therefore, easements are not needed for this island, only a Grant of Particular Use.

**Timbalier Island** has a footprint which contains approximately 1,087 acres. Existing canals are apparently routinely used to service isolated petroleum production facilities and wells, based on evidence of recent dredging. Active gas production is present on the northern side of the island. The project footprint allows for access to be maintained the active facilities currently being utilized on the north side of the Island. Exhibit VI contains maps depicting the locations of the facilities and wells. Fill for the dune/beach and marsh components will be placed directly into waterbottoms owned by the State of Louisiana as well as the upland areas owned by the State and private entities. The majority of the island is owned by the State of Louisiana, however, one end of the island has some private ownership, which is estimated to be approximately 80 acres. The ownership of this land is heavily disputed; however, preliminary data indicates that each of the 11 estimated tracts contain multiple owners. A Standard Perpetual Beach Nourishment Easement would be acquired over these 80 acres of private property.

**Raccoon Island** is owned by the State of Louisiana and is valued highly by LDWF because it is the largest pelican rookery in Louisiana, critical habitat for Piping Plover, and it is frequented by other threatened and endangered species. The island has a footprint which contains approximately 235 acres. Fill for the dune/beach and marsh components will be placed directly into waterbottoms owned by the State of Louisiana as well as the upland areas owned by the State. The island is owned by the State of Louisiana and is under the jurisdiction of the Louisiana Department of Wildlife & Fisheries for Isles Dernieres Barrier Island Refuge, therefore, easements are not needed for this island, only a Grant of Particular Use.

**Trinity Island** has a footprint which contains approximately 887 acres. What had been two islands for decades, and rejoined only recently appears to be successfully maintaining itself. Fill for the dune/beach and marsh components will be placed directly into waterbottoms owned by the State of Louisiana as well as the upland areas owned by the State and a private entity. The majority of the island is owned by the State of Louisiana; however, a small portion of the island, approximately 30 acres, is privately owned by what appears to be one landowner. A Standard Perpetual Beach Nourishment Easement would be acquired over these 30 acres of private property.

## **NFS Owned LER**

CPRA, the non-federal sponsor, does not own the land, easements, or rights-of-way (LER) required for this project. The Louisiana Department of Wildlife and Fisheries (LDWF) owns the surface rights to **Whiskey Island** and mineral rights are retained by Louisiana Land and Exploration (LL&E). The Louisiana Department of Wildlife and Fisheries (LDWF) owns the surface rights to **Raccoon Island** and mineral rights are retained by what appears to be one private landowner. The Louisiana Department of Wildlife and Fisheries (LDWF) owns the surface rights for the majority of **Trinity Island**, however, there appears to also be one private landowner for approximately 30 acres. It appears that this private landowner also owns the underlying mineral rights. The Louisiana Department of Wildlife and Fisheries (LDWF) owns the surface rights for the majority of **Timbalier Island**, however, there appears to be 11 privately owned tracts as well as private underlying mineral right holders.

## **Estates**

The LDWF owns fee (excluding minerals) for Whiskey Island and Raccoon Island, therefore, the State has sufficient interests to meet the requirements for these two islands. The LDWF also owns fee (excluding minerals) for portions of Trinity Island and Timbalier Island. A Grant of Particular Use (GPU) would be given from the State to USACE for these State-owned areas. The rights delineated in the GPU will be similar to the language in the following standard and non-standard estates: Perpetual Beach Nourishment Easement, Perpetual Restrictive Dune Easement, Temporary Work Area Easement, and a Wetland Creation and Restoration Easement. The acquisition of these specific estates over these areas is not required because the land is owned by the State of Louisiana. Therefore, only administrative costs would apply.

For the private property located on Trinity Island and Timbalier Island, easements would need to be acquired. Project maps for these islands indicate that all marsh creation and dune creation would take place in state waterbottoms, and that only beach creation and nourishment would impact private lands. Therefore, the estate anticipated to be acquired would be a Standard Perpetual Beach Nourishment Easement.

### **PERPETUAL BEACH NOURISHMENT EASEMENT**

A perpetual and assignable easement and right-of-way in, on, over and across (the land described in Schedule A) (Tract No. \_\_\_) to construct, operate, maintain, patrol, repair, renourish, and replace the beach berm and appurtenances thereto, including the right to borrow and /or deposit fill, 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 easement; reserving, however, to the grantor(s), (his) (her) (its) (their) (heirs,) successors 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.

(Standard Estate as set forth in memorandum dated 4 August 1995 signed by Ms. Laura Ouverson Norman, Chief, Acquisition Division, Directorate of Real Estate.)

It is Corps of Engineers policy to acquire fee simple title for ecosystem restoration projects. Two reasons for such requirement is to reduce the risk that incompatible uses on project land will occur after project construction, and to ensure that ownership rights vested in the project are clear and enforceable (ER 1105-2-100, Appendix F, Amendment # 2, F-20b(2)(a). However, regulations also indicate that a lesser interest, such as, a specific type of permanent easement, may be appropriate depending upon the operational requirements of the project and other circumstances relevant to project implementation, including landowner preference (EP 1165-2-502, 17b). Circumstances wherein the acquisition of interests less than fee may be appropriate is where only select and easily identifiable and narrow affirmative rights are required for successful implementation of the project (ER 1105-2-100, Appendix F, Amendment # 2, F-20b(2)(b)i.)

It is the opinion of the Non-Federal Sponsor and the District that construction of this project can be accomplished through the acquisition of easements rather than fee. The recommended estate is the Perpetual Beach Nourishment Easement. However, it should be noted that this is a planning document and the necessary estates are subject to change dependent upon project needs.

It is the opinion of the project delivery team (PDT) that the estate proposed herein provides sufficient rights to the Government to construct the project and also protect the interests of the Government. Because the area of private ownership accounts for a small portion of the project area, there is little risk that activities undertaken by private landowners would adversely impact the overall benefits of the restoration project. Most of the project area is owned in fee excluding minerals by the State of Louisiana and regulated as part of the Isles Dernieres Barrier Islands Refuge. Moreover, due to the topography of the project site, its remote location, its limited access, and its susceptibility to tropical storms, it is highly unlikely that any private landowners would propose development. Therefore, the PDT determined that it was unnecessary to acquire fee or to include specific restrictions on development in the proposed easement. Additionally, there is little risk that landowners within the area of private ownership would seek to exploit their underlying mineral rights in a manner that would impact the surface. Under state law, once the surface erodes into state water bottom and, if applicable, at the termination of mineral leases protected by the freezing statute, mineral interests become the property of the State. Therefore, in order to maintain ownership of mineral rights, it is in the best interest of the landowners to avoid activities that adversely impact the surface. Accordingly, the PDT determined that it was unnecessary to acquire fee or to include specific restrictions on surface activities in the proposed easement. An analysis of mineral activity and its potential impact on benefits throughout the project area can be found on pg. 19.

Please refer to Exhibit VII for the memorandum requesting approval to deviate from acquiring fee interest for this project.

### **Sponsor Land Acquisition Capability:**

The Non-Federal sponsor for this project is the Coastal Protection and Restoration Authority of Louisiana (CPRA), through the Office of Coastal Protection and Restoration. As the non-federal sponsor, CPRA must provide all real estate interests required for the project, i.e., all lands, easements, rights-of-way, relocations, and any other interest, including suitable borrow and dredged or excavated material disposal areas (LERRDs).

The Non-Federal Sponsor is assessed to be fully capable to perform all acquisition activities associated with this project. The Sponsor has the capability to acquire and hold real estate as well as the ability to contract for real estate services to supplement its staff in order to meet project schedules. However, it must be recognized herein that CPRA is the non-federal sponsor for all New Orleans District coastal restoration projects and all hurricane risk reduction projects. Therefore, if all LCA projects and several hurricane risk reduction projects are authorized for construction under concurrent schedules, there is a possibility that CPRA may not be able to accomplish LER acquisition due to the massive amount of work required for such an undertaking. If that were the case, it is possible that CPRA may request that the Federal Government accomplish acquisition of LER on their behalf.

The Assessment of the Non-Federal Sponsor's Real Estate Acquisition Capabilities is attached as Exhibit I.

**Acquisition Costs:**

Construction and renourishment of the NER plan will occur on both State owned and private properties; therefore, costs will be incurred associated with obtaining title, mapping and right of entry for construction from the State and private ownerships; as well as appraisals, negotiations, and the actual land costs for the easements over the private property. Costs are estimated to be approximately \$692,000. A chart of accounts is included in Exhibit II.

**Acquisition Schedule:**

The following schedule is subject to further authorization to construct the NER Plan. Subject to project approval and funding, the acquisition process will begin after the Project Partnering Agreement (PPA) is signed. The start date is from the signing of the PPA, but the following dates are consecutive.

Request for ROE	30 days
Obtain title information	120 days
Obtain mapping information	60 days
Obtain appraisals	120 days
Negotiate & Issue right-of-entry **	12 months
MMS permits for borrow	12-14 months

These time frames assume amicable acquisitions, if condemnation proceedings are necessary, 12 months may be added to the schedule.

\*\* Negotiations could be necessary for up to 100 owners.

**Relocation Assistance Benefits:**

The project does not displace residential, commercial or industrial facilities. Therefore, the provisions of Title II of Public Law 91-646, as amended are not applicable.

## **Environmental Issues:**

### **HTRW:**

A Phase I Environmental Site Assessment was conducted of the study area. Based on historical sources that were researched, environmental database reviews, and aerial site reconnaissance, the contractor was unable to identify any current or historical recognized environmental conditions as defined in ASTM Standard E 2247-08. A more in depth site visit and interview with persons knowledgeable of the site history will be conducted prior to construction of the project.

### **EMERGENT LANDS:**

The Louisiana Land and Exploration Company (LL&E) transferred surface ownership of Whiskey, Raccoon, and a portion of Trinity/East Island to the State of Louisiana in a July 24, 1997 Act of Donation to create the Isles Dernieres Barrier Islands Refuge. As consideration for the donation, LL&E retained 50% of the subsurface mineral rights relating to any lands that emerge from the water bottom. Additionally, LL&E retained a right to use the surface of the islands for mineral exploration and extraction. The PDT determined that this reservation of mineral and surface rights would be unlikely to pose a significant risk to the project's benefits. Surface activities would only be allowed if the appropriate Federal and state agency permissions, approvals, and permits were acquired. Additionally, as evidenced by existing mineral activity on the Terrebonne Basin Barrier Islands, the exercise of underlying mineral rights generally does not require use of the surface and can be accomplished from open water. Therefore, the police powers in place are considered to protect any emergent lands as a result of the project.

## **Compensatory Mitigation**

No compensatory mitigation is required for this project. As an ecosystem restoration project, the alternatives were designed to avoid environmental impacts. Any incidental temporary impact that might be incurred during construction will be more than offset by the net habitat value created by the project.

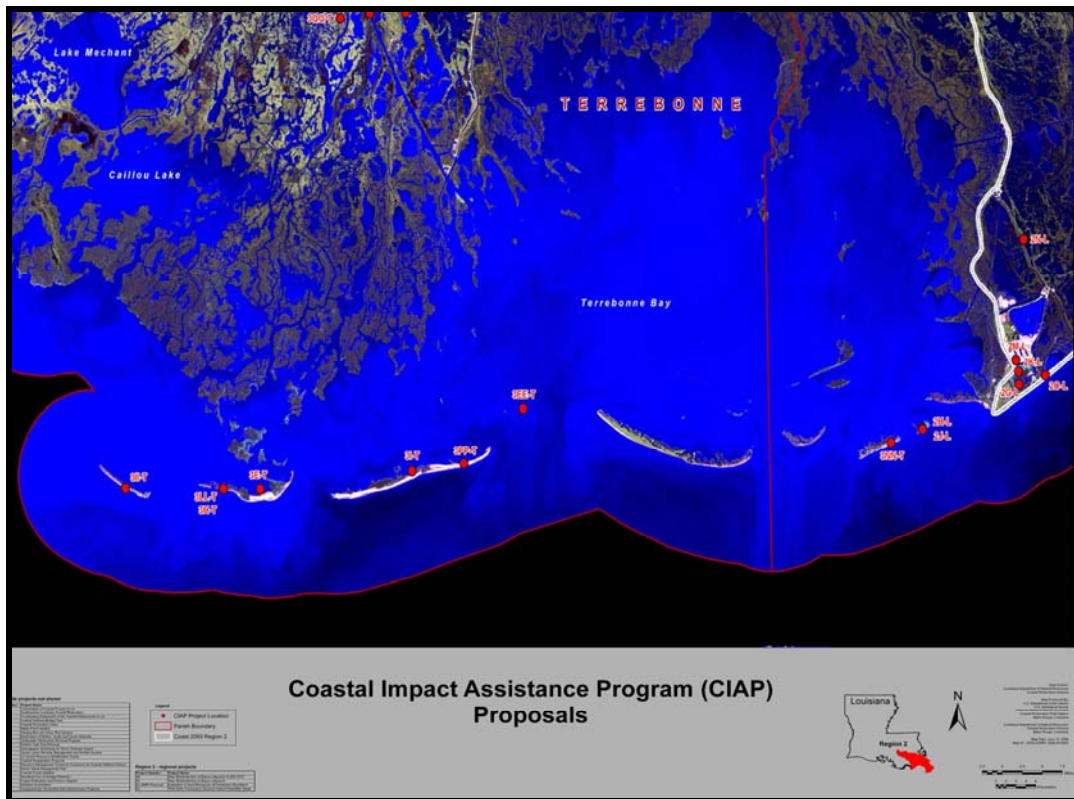
## **Oyster Leases**

Active oyster leases exist in this area, however, existing information indicates that oyster leases will not be directly impacted by the construction and renourishment of the project features.

## **State / Federal Projects in the Project Area:**

Numerous State and Federal plans exist in the project area including Coastal Impact Assistance Program (CIAP) projects and Coastal Wetland Planning, Protection, and Restoration Act (CWPPRA) projects.

CIAP Projects:



*Raccoon Island Breakwaters*

*East Timbalier Island Sediment Restoration*

*Wine Island Restoration*

*Ship Shoal: Whiskey Island West Flank Restoration*

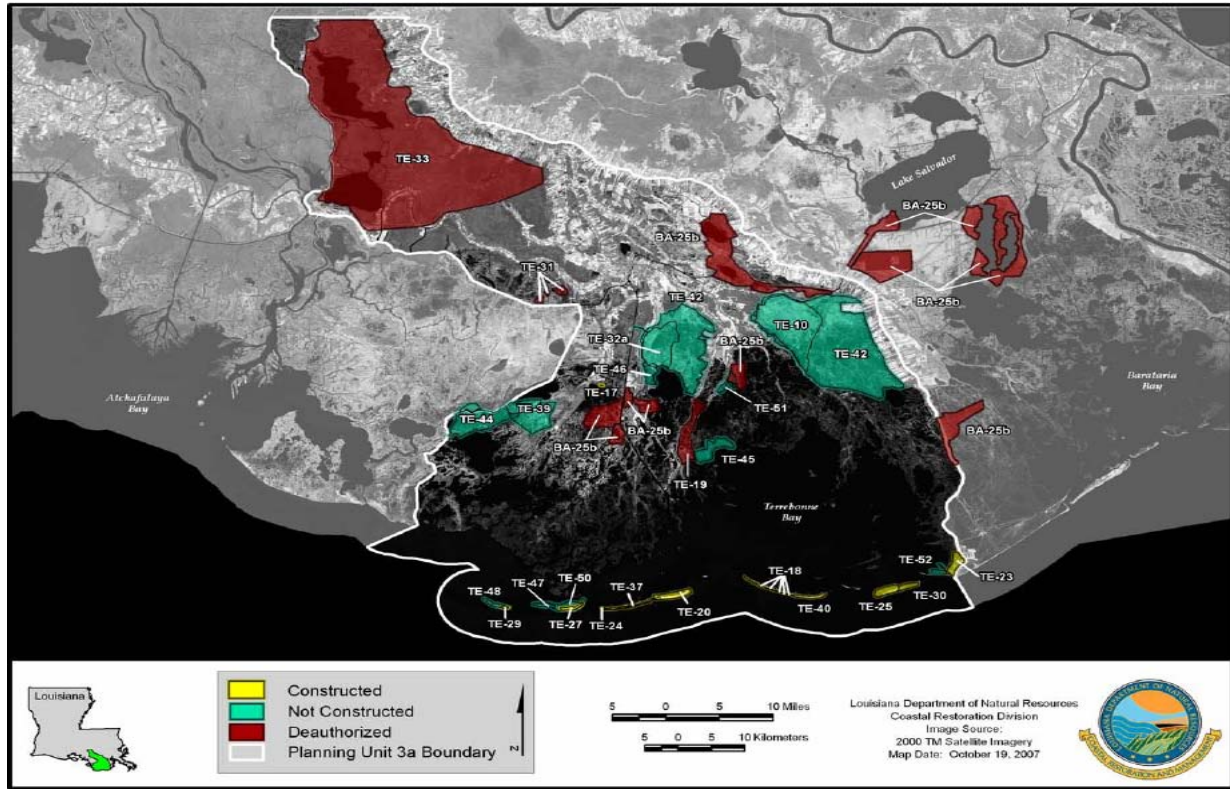
*Beach and Back Barrier Marsh Restoration, East and Trinity Islands*

*East Island Beach Dune & Marsh Restoration*

*East Timbalier Island (Eastern Section) Restoration*

*East Timbalier Island Restoration*

CWPPRA Projects:



*TE-18 Timbalier Island Plantings Demonstration*

*TE-20 Isle Dernieres Restoration – East Island*

*TE-24 Isle Dernieres Restoration – Trinity Island*

*TE-25 / TE-30 East Timbalier Sediment Restoration – Phases 1 & 2*

*TE-27 Whiskey Island Restoration*

*TE-29 Raccoon Island Breakwaters Demonstration*

*TE-37 New Cut Dune and Marsh Restoration*

*TE-40 Timbalier Island Dune and Marsh Restoration*

*TE-47 Ship Shoal: Whiskey West Flank Restoration*

*TE-48 Raccoon Island Shoreline Protection / Marsh Creation*

*TE-50 Whiskey Island Back Barrier Marsh Creation*

*TE-52 West Belle Pass Barrier Headland Restoration*

*TE-53 Enhancement of Barrier Island Vegetation Demonstration*

### **Federally Owned Lands:**

There are no federally owned lands in the project right-of-way.

### **Mineral Exploration:**

Throughout the project area, several oil and gas pipelines are present. Pipeline crossings occur within the island footprints, between the islands, and within the vicinity of the islands inshore waters. These pipelines are used to transport crude oil and natural gas from wells to facilities scattered throughout the Terrebonne Basin. These lines will be identified, marked and protected during construction and renourishment. It has been determined that due to the nature of this project, the placement of sediment on these lines will pose no adverse impact on the pipelines.

Although the mineral rights underlying the islands' surface are privately held, it was determined that no acquisition of mineral rights was necessary to protect project benefits. As discussed on pg. 16 in the section on Emergent Lands, the exercise of mineral rights does not appear to require use of the islands' surface. Much of the existing mineral activity in the project area occurs in open water, and Federal and state regulatory programs are in place to protect the islands from unacceptable adverse impacts. These programs require that activities be conducted in a manner that causes the least environmental impact. Accordingly, where an activity can feasibly be conducted from open water, such alternatives generally would be permitted over alternatives impacting the surface of the islands.

In addition, the LDWF has established procedures for granting permits for exploratory activities on its WMAs. These procedures would apply to Whiskey, Raccoon and portions of Trinity/East Islands, as they are part of the Isles Dernieres Barrier Islands Refuge. Below is a list of requirements from the LDWF.

The LDWF requires a request for permit be submitted in writing. A "Conditions of Letter of Permission to Conduct Seismic Activity in the State of Louisiana" form must be signed by the company proposing exploration. If the LDWF grants the permit in accordance with regulations, there are still other actions that must be taken prior to beginning exploration. The seismic company must request a Natural Heritage review and submit a Notification of Beginning of Seismic Exploration form. In addition, the company must hold a public meeting. Below are some additional requirements and restrictions that are typical for LDWF owned and managed areas:

1. Compensatory mitigation is required to offset unavoidable wetland impacts.
2. No activities will be allowed on emergent islands or vegetated wetlands
3. The company must work closely with LDWF in conducting operations with the purpose of minimizing any adverse effects and protecting and preserving the fish, birds, animals and other wildlife, including reefs and oyster beds, in the area.
4. A compliance inspector, with proper qualifications acceptable to LDWF will be funded by Grantee/Lessee to ensure that the geophysical provisions are met and to provide a weekly e-mail status report to LDWF and a final report of project activities.



5. All transportation equipment will require approval of LDWF prior to use
6. The seismic project shall be supervised by a seismic agent or other LDWF representative.

In addition to these regulations in place by the LDWF, any activity in the marshes (wetlands) is regulated by Section 404 of the Clean Water Act under the purview of the USACE.

**Induced Flooding:**

This project will not induce flooding.

**Zoning Ordinances:**

Zoning ordinances will not be enacted in lieu of obtaining letter agreements from the non-federal entities or easements from private owners.

**Facility/Utility Relocations:**

There are no relocations associated with construction or renourishment of the project. Only agreements to allow cover to be put over the existing pipeline crossings in the island footprints will be necessary.

Throughout the project area, several oil and gas pipelines are present. Pipeline crossings occur within the island footprints, between the islands, and within the vicinity of the islands inshore waters. These pipelines are used to transport oil crude and natural gas from wells to facilities scattered throughout the Terrebonne Basin. There appears to be a total of 12 oil and gas pipelines within the project area eleven of which are currently active.

Several State and Federal projects have included restoration features that involved placing fill over existing lines in this project vicinity. For Federal projects, the USACE has obtained a "Letter of No Objection" from the pipeline owners. The State typically obtains a "Pipeline Right of Way Access Agreement" when placing material over private pipelines. In addition, when a private entity submits a Right of Way Grant in order to place a pipeline within State waterbottoms, the grant states that the grant is subservient to State/Federal projects. A copy of the State's Right of Way Grant is enclosed in Exhibit V. The LA State land managers have also stated they have not had problems working with pipeline companies across the barrier islands, and that pipeline owners have always welcomed additional cover for their lines because of the added protection it provides.

The following chart presents oil and gas pipelines in or near the project areas.

REACH	Pipeline ID	Company	Status	Island Location
1	1498	United Gas Pipeline Company	Active	East Timbalier
1	2778	Duke Energy Hydrocarbons, LLC	Active	East Timbalier
1	3604	Cheveron Pipeline Co.	Active	East Timbalier
1	3043	Tennessee Gas Transmission Company	Active	East Timbalier
1	5796 \ 5797	California Oil Company	Abandoned	East Timbalier
1	2567	Equilon Pipeline Company, LLC	Active	Western Timbalier
1	9882	Louisiana Offshore Gathering S	Active	Eastern Timbalier
2	6138	Comstock Offshore, LLC	Active	East\Wine Islands
2	9145	Bayou City Pipelines, INC	Active	Whiskey\Trinity
2	3860	Williams Field Service Co.	Active	East Raccoon
2	7602	Trunkline Gas Company	Active	West Raccoon

There are several State Leases to Hilcorp Energy Company on Timbalier Island. As a project feature, an access channel will be provided to two of these facilities, the SL 301 #101 well and tank battery #19. The access channel will impact approximately 6 acres of state owned waterbottoms. Based on communications with the Hilcorp Operations Manager for the Terrebonne Bay Area, access is not required for any of its other facilities. The SL 16529 #2 well was plugged and abandoned in early 2010. Although a well at SL 16529 #1 is still active and producing, Hilcorp is amenable to plugging and abandoning it in the future mainly because this well head is not accessible by land or water. Engineering did not identify this well as a relocation item; however, during Preconstruction Engineering and Design phase, further investigations will be conducted. Due to time constraints, a preliminary compensable interest report could not be prepared to assess the project's impact on SL 16529 #1. Prior to project construction, a Compensable Interest Report may need to be prepared in regards to the plugging and abandoning of this well. Access will also be maintained to a Tennessee Connection facility on the western end of the island. The access channel will impact approximately 2 acres of state owned waterbottoms. Maps are located in Exhibit VI depicting the location of the facilities and wells on Timbalier that are within the project footprint.

Numerous other oil and gas production areas are located in the project area, including oil and gas wells and abandoned non-hazardous waste pits. These facilities/utilities are not anticipated to be impacted by the project.

**Navigation Servitude:**

Derived from the Commerce Clause of the U.S. Constitution, article 1, section 8, clause 3, the navigation servitude is the dominant right of the United States to use, control, and regulate navigable waters and submerged lands. Because this is an ecosystem restoration project, it is assumed at this time that the Navigation Servitude will not be asserted.

**Acquisition Prior to Project Partnering Agreement (PPA):**

The Non-Federal Sponsor prepared the Feasibility Study and is therefore aware of the risks associated with the acquisition of private interests prior to congressional authorization of the NER plan and the signing of the PPA.

**Landowner Attitude:**

The Non Federal Sponsor, the Louisiana Department of Wildlife and Fisheries, and private owners appear to be in favor of the construction of the NER plan for this project.

This report has been prepared by the undersigned in accordance with Chapter 12 of the ER405-1-12.

Significant contributions to the preparation of this report were provided by Ronnie Rabalais, SJB Group, LLC, Division Manager Real Estate Services.

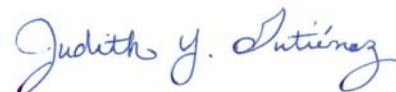
**Prepared By:**



---

Erin A. Clark  
USACE Appraiser  
September 22, 2010

**Reviewed By:**



---

Judith Y. Gutierrez  
Chief, Appraisal & Planning  
September 22, 2010

**Exhibit I**  
**Non-Federal Sponsor Assessment of Acquisition Capability**

**ASSESSMENT OF NON-FEDERAL SPONSOR'S  
REAL ESTATE ACQUISITION CAPABILITY  
Coastal Protection Restoration Authority (CPRA)  
through the  
Office of Coastal Protection and Restoration (OCPR)**

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 of eminent domain for this project? **YES - But limited to expropriation.**
- c. Does the sponsor have "quick-take" authority for this project? **NO - Although the sponsor does not have quick take authority, if this should be needed for the project, the sponsor may partner with a Levee District or Parish Government who has this authority (Act 225 RS38:301.1 and Act 320) if they agree.**
- d. Are any of the lands/interests in land required for the 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? **Unknown**

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? **N/A**
- 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?  
**The office of OCPR is staffed with 3 Land Specialists and one Manager. Given current and projected workload, the in-house staff is not sufficient to accomplish acquisition of realty interests for this project.**
- e. Can the sponsor obtain contractor support, if required in a timely fashion? **Unknown, no schedule has been drafted. Contracting typically takes 12 to 18 months.**

- f. Will the sponsor likely request USACE assistance in acquiring real estate?  
**Yes it is likely, but ultimately depends on the responsibilities as agreed upon in the PPA yet to be developed.**

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?

**"A detailed schedule will be developed when the final ROW is determined. Normally, an estimate of one year is allowed to acquire ROW for a project." Once project designs are finalized, the sponsor will be requested to provide an acquisition schedule.**

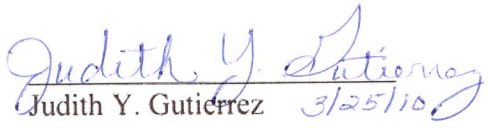
IV. Overall Assessment:

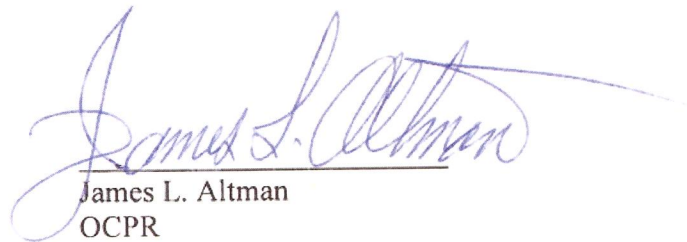
- a. Has the sponsor performed satisfactorily on other USACE projects? **YES**
- b. With regard to this project, the sponsor is anticipated to be: highly capable/fully capable/moderately capable/marginally capable/insufficiently capable.  
**Fully capable**

V. Coordination:

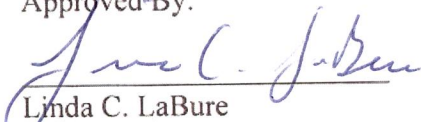
- a. Has this assessment been coordinated with the sponsor?  
**YES**
- b. Does the sponsor concur with this assessment?  
**YES**

Prepared By:

  
Judith Y. Gutierrez 3/25/10  
USACE  
Chief, Appraisal. & Planning Branch

  
James L. Altman  
OCPR  
Land Manager

Approved-By:

  
Linda C. LaBure  
Chief, Real Estate Division

**Exhibit II**  
**Chart of Accounts**

TOTAL PROJECT COSTS **\$692,000**

01	<b>LANDS AND DAMAGES</b>	COST	CONTINGENCY	TOTAL
01B	<b>ACQUISITIONS</b>			
01B10	BY GOVERNMENT	0	0	0
01B20	BY NON FEDERAL SPONSOR (NFS)	220,000	0	220,000
01B30	BY GOVT ON BEHALF OF NFS	0	0	0
01B40	REVIEW OF NFS	100,000	0	100,000
01C	<b>CONDEMNATIONS</b>			
01C10	BY GOVERNMENT	0	0	0
01C20	BY NFS	160,000	40,000	200,000
01C30	BY GOVT ON BEHALF OF NFS	0	0	0
01C40	REVIEW OF NFS	0	0	0
01E	<b>APPRAISAL</b>			
01E10	BY GOVT (IN HOUSE)	0	0	0
01E20	BY GOVT (CONTRACT)	0	0	0
01E30	BY NFS	60,000	0	60,000
01E40	BY GOVT ON BEHALF OF NFS	0	0	0
01E50	REVIEW OF NFS	40,000	0	40,000
01F	<b>PL 91-646 ASSISTANCE</b>			
01F10	BY GOVERNMENT	0	0	0
01F20	BY NFS	0	0	0
01F30	BY GOVT ON BEHALF OF NFS	0	0	0
01F40	REVIEW OF NFS	0	0	0
01G	<b>TEMPORARY PERMITS/LICENSES/RIGHTS-OF-ENTRY</b>			
01G10	BY GOVERNMENT	0	0	0
01G20	BY NFS	0	0	0
01G30	BY GOVT ON BEHALF OF NFS	0	0	0
01G40	REVIEW OF NFS	0	0	0
01G50	OTHER	0	0	0
01G60	DAMAGE CLAIMS	0	0	0
01N00	<b>FACILITY/UTILITY RELOCATIONS (Subordination Agreement)</b>	0	0	0
01R	<b>REAL ESTATE PAYMENTS</b>			
01R1	<b>LAND PAYMENTS</b>			
01R1A	BY GOVERNMENT	55,000	17,000	72,000
01R1B	BY NFS	0	0	0
01R1C	BY GOVT ON BEHALF OF NFS	0	0	0
01R1D	REVIEW OF NFS	0	0	0
01R2	<b>PL 91-646 ASSISTANCE PAYMENTS</b>			
01R2A	BY GOVERNMENT	0	0	0
01R2B	BY NFS	0	0	0
01R2C	BY GOVT ON BEHALF OF NFS	0	0	0
01R2D	REVIEW OF NFS	0	0	0
01R3	<b>DAMAGE PAYMENTS</b>			
01R3A	BY GOVERNMENT	0	0	0
01R3B	BY NFS	0	0	0
01R3C	BY GOVT ON BEHALF OF NFS	0	0	0
01R3D	REVIEW OF NFS	0	0	0
01R9	<b>OTHER</b>	0	0	0
01T	<b>LERRD CREDITING</b>			
01T20	ADMINISTRATIVE COSTS (By Gov't and NFS)	0	0	0



**Exhibit III**  
**Quality Control Plan Checklist**

# Quality Control Plan Checklist

## Real Estate Plans

### And other similar Feasibility-Level Real Estate Planning Documents

ER 405-1-12, Section 12-16, Real Estate Handbook, 1 May 1998

A Real Estate Plan (REP) is prepared in support of a decision document for full-Federal or cost shared specifically authorized or continuing authority projects. It identifies and describes lands, easements and rights-of-way (LER) required for the construction, operation, maintenance, repair, replacement, and rehabilitation (OMRR&R) of a proposed project including requirements for mitigation, relocations, borrow material, and dredged or excavated material disposal. It also identifies and describes facility/utility relocations, LER value, and the acquisition process. The REP does not just cover LER to be acquired by the non-Federal sponsor (NFS) or Government. The report covers all LER needed for the project, including LER already owned by the NFS, Federal Government, other public entities, or subject to the navigation servitude.

The REP must contain a detailed discussion of the following 20 topics, as set out in Section 12-16 of the ER, including sufficient description of the rationale supporting each conclusion presented. If a topic is not applicable to the project, this should be stated in the REP. The pages of a REP should be numbered.

**PROJECT: Terrebonne Basin Barrier Shoreline Restoration Project**

**REPORT TITLE: Real Estate Plan**

**Date of Report: April 9, 2010      Date of REP: April 9, 2010, 2009**

1. **Purpose of the REP.**   √  

- a. Describe the purpose of the REP in relation to the project document that it supports.
- b. Describe the project for the Real Estate reviewer.
- c. Describe any previous REPs for the project.

2. **Describe LER.**   √  

- a. Account for all lands, easements, and rights-of-way underlying and required for the construction, OMRR&R of the project, including mitigation, relocations, borrow material and dredged or excavated material disposal, whether or not it will need to be acquired or will be credited to the NFS.
- b. Provide description of total LER required for each project purpose and feature.
- c. Include LER already owned by the Government, the NFS and within the navigation servitude.
- d. Show acreage, estates, number of tracts and ownerships, and estimated value.
- e. Break down total acreage into fee and the various types and durations of easements.
- f. Break down acreage by Government, NFS, other public entity, and private ownership, and lands within the navigation servitude.

3. **NFS-Owned LER.**  \_\_\_\_\_
- Describe NFS-owned acreage and interest and whether or not it is sufficient and available for project requirements.
  - Discuss any crediting issues and describe NFS views on such issues.
4. Include any proposed **Non-Standard Estates.**  \_\_\_\_\_
- Use Standard Estates where possible.
  - Non-standard estates must be approved by HQ to assure they meet DOJ standards for use in condemnations.
  - Provide justification for use of the proposed non-standard estates.
  - Request approval of the non-standard estates as part of document approval.
  - If the document is to be approved at MSC level, the District must seek approval of the non-standard estate by separate request to HQ. This should be stated in the REP.
  - Exception to HQ approval is District Chiefs of RE approval of non-standard estate if it serves intended project purposed, substantially conforms with and does not materially deviate from the standard estates found in the RE Handbook, and does not increase cost or potential liability to the Government. A copy of this approval should be included in the REP. (See Section 12-10c. of RE 405-1-12)
  - Although estates are discussed generally in topic 2, it is a good idea to also state in this section which standard estates are to be acquired and attach a copy as an appendix. The duration of any temporary estates should be stated.
5. **Existing Federal Projects.**  \_\_\_\_\_
- Discuss whether there is any existing Federal project that lies fully of partially within LER required for the project.
  - Describe the existing project, all previously-provided interests that are to be included in the current project, and identify the sponsor.
  - Interest in land provided as an item of local cooperation for a previous Federal project is not eligible for credit.
  - Additional interest in the same land is eligible for credit.
6. **Federally-Owned Lands**  \_\_\_\_\_
- Discuss whether there is any Federally owned land included within the LER required for the project.
  - Describe the acreage and interest owned by the Government.
  - Provide description of the views of the local agency representatives toward use of the land for the project and issues raised by the requirement for this land.
7. **Navigation Servitude.**  \_\_\_\_\_
- Identify LER required for the project that lies below the Ordinary High Water Mark, or Mean High Water Mark, as the case may be, of a navigable watercourse.
  - Discuss whether navigation servitude is available
  - Will it be exercised for project purposes? Discuss why or why not.

- d. Lands over which the navigation servitude is exercised are not to be acquired nor eligible for credit for a Federal navigation or flood control project or other project to which a navigation nexus can be shown.
- e. See paragraph 12-7 of ER 405-1-12.

8. **Map**

- a. An aid to understanding
- b. Clearly depicting project area and tracts required, including existing LER, LER to be acquired, and lands within the navigation servitude.
- c. Depicts significant utilities and facilities to be relocated, any known or potential HTRW lands.

9. **Induced Flooding** can create a requirement for real estate acquisition.

- a. Discuss whether there will be flooding induced by the construction and OMRR&R of the project.
- b. If reasonably anticipated, describe nature, extent and whether additional acquisition of LER must or should occur.
- c. Physical Takings Analysis (separate from the REP) must be done if significant induced flooding anticipated considering depth, frequency, duration, and extent of induced flooding.
- d. Summarize findings of Takings Analysis in REP. Does it rise to the level of a taking for which just compensation is owed?

10. **Baseline Cost Estimate** as described in paragraph 12-18.

- a. Provides information for the project cost estimates.
- b. Gross Appraisal includes the fair market value of all lands required for project construction and OMRR&R.
- c. PL 91-646 costs
- d. Incidental acquisition costs
- e. Incremental real estate costs discussed/supported.
- f. Is Gross Appraisal current? Does Gross Appraisal need to be updated due to changes in project LER requirements or time since report was prepared?

11. **Relocation Assistance Benefits** Anticipated.

- a. Number of persons, farms, and businesses to be displaced and estimated cost of moving and reestablishment.
- b. Availability of replacement housing for owners/tenants
- c. Need for Last Resort Housing benefits
- d. Real Estate closing costs
- e. See current 49 CFR Part 24

12. **Mineral Activity**.

- a. Description of present or anticipated mineral activity in vicinity that may affect construction, OMRR&R of project.
- b. Recommendation, including rationale, regarding acquisition of mineral rights or interest, including oil or gas.

- c. Discuss other surface or subsurface interests/timber harvesting activity
- d. Discuss effect of outstanding 3<sup>rd</sup> party mineral interests.
- e. Does estate properly address mineral rights in relation to the project?

13. **NFS Assessment** \_\_\_\_\_

- a. Assessment of legal and professional capability and experience to acquire and provide LER for construction, OMRR&R of the Project.
- b. Condemnation authority
- c. Quick-take capability
- d. NFS advised of URA requirements
- e. NFS advised of requirements for documenting expenses for credit.
- f. If proposed that Government will acquire project LER on behalf of NFS, fully explain the reasons for the Government performing work.
- g. A copy of the signed and dated Assessment of Non-Federal Sponsor's Real Estate Acquisition Capability (Appendix 12-E) is attached to the REP.

14. **Zoning in Lieu of Acquisition** \_\_\_\_\_

- a. Discuss type and intended purpose
- b. Determine whether the proposed zoning proposal would amount to a taking for which compensation will be due.

15. **Schedule** \_\_\_\_\_

- a. Reasonable and detailed Schedule of land acquisition milestones, including LER certification.
- b. Dates mutually agreed upon by Real Estate, PM, and NFS. \_\_\_\_\_

16. **Facility or Utility Relocations** \_\_\_\_\_

- a. Describe the relocations, identity of owners, purpose of facilities/utilities, whether owners have compensable real property interest.
- b. A synopsis of the findings of the Preliminary Attorney's Investigation and Report of Compensable Interest is included in the REP as well as statements required by Sections 12-17c.(5) and (6).
- c. Erroneous determinations can affect the accuracy of the project cost estimate and can confuse Congressional authorization.
- d. Eligibility for substitute facility
  - 1. Project impact
  - 2. Compensable interest
  - 3. Public utility or facility
  - 4. Duty to replace
  - 5. Fair market value too difficult to determine or its application would result in an injustice to the landowner or the public.
- e. See Sections 12-8, 12-17, and 12-22 of ER 405-1-12.

17. **HTRW and Other Environmental Considerations** \_\_\_\_\_

- a. Discussion the impacts on the Real Estate acquisition process and LER value estimate due to known or suspected presence of contaminants.

- b. Status of District's investigation of contaminants.
- c. Are contaminants regulated under CERCLA, other statues, or State law?
- d. Is clean-up or other response required of non-CERCLA regulated material?
- e. If cost share, who is responsible for performing and paying cost of work?
- f. Status of NEPA and NHPA compliances
- g. See ER 1165-2-132, Hazardous, Toxic, and Radioactive Waste (HTRW) Guidance for Civil Works Projects.

18. **Landowner Attitude.**  \_\_\_\_\_


- a. Is there support, apathy, or opposition toward the project?
- b. Discuss any landowner concerns on issues such as condemnation, willing seller provisions, estates, acreages, etc.?

19. A statement that the **NFS has been notified in writing about the risks of acquiring LER before the execution of the PPA.** If not applicable, so state.  \_\_\_\_\_

20. **Other Relevant Real Estate Issues.** Anything material to the understanding of the RE aspects of the project.  \_\_\_\_\_

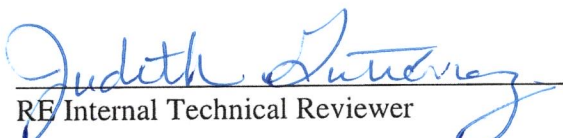
A copy of the completed Checklist is attached to the REP.  \_\_\_\_\_  
 (Draft REPs must contain a draft checklist and draft Technical Review Guide)

**I have prepared and thoroughly reviewed the REP and all information, as required by Section 12-16 of ER 405-1-12, is contained in the Plan.**

  
 \_\_\_\_\_  
 Preparer

5/25/2010  
 \_\_\_\_\_  
 Date

**A copy of the Real Estate Internal Technical Review Guide for Civil Works Decision Documents is attached and signed by me as the Reviewer**

  
 \_\_\_\_\_  
 RE Internal Technical Reviewer

5/25/2010  
 \_\_\_\_\_  
 Date

**The REP has been signed and dated by the Preparer and the District Chief of Real Estate.**  
 \_\_\_\_\_

**Exhibit IV**  
**Sample Letter Agreement Between Agencies**

March 10, 2010

Mr. Robert Barham, Secretary  
Department of Wildlife and Fisheries  
Post Office Box 98000  
Baton Rouge, La. 70898-9000

RE: Letter Agreement  
Enhancement of Barrier Island Vegetation Demonstration Project TE-53  
Isles Dernieres Barrier Islands Refuge  
Terrebonne Parish, Louisiana

Dear Mr. Barham:

When executed by you, this letter shall constitute an agreement (the Agreement) by and between the Office of Coastal Protection and Restoration ("OCPR"), as authorized and directed by the policy of the Coastal Protection and Restoration Authority ("CPRA"), and the Louisiana Department of Wildlife and Fisheries ("DWF") whereby DWF authorizes OCPR to conduct innovative methods of ensuring the successful establishment and cover of vegetation plantings for the Enhancement of Barrier Island Vegetation Demonstration Project TE-53 (the Project) being located on portions of the Isles Dernieres Barrier Islands Refuge ("IDBIR") as identified on Exhibits "C" and "D" attached hereto and made a part hereof.

DWF has no objection to OCPR, its agents or assigns, proceeding with the proposed Project for integrated coastal protection purposes as defined in La. R. S. 49:214.2(4) as part of the Project area shown on Exhibit A and pursuant to the Project Activity Summary on Exhibit B, both attached hereto and made a part hereof, provided however, that OCPR complies with the following stipulations:

1. This Agreement pertains to the IDBIR as shown on Exhibit A.
2. Prior to any activities on the IDBIR, OCPR shall contact Mr. Cassidy Lejeune, or his assignee (Programs Manager), at (337) 373-0032, [clejeune@wlf.la.gov](mailto:clejeune@wlf.la.gov) to coordinate Project details.



2

3. OCPR shall notify DWF of dates/times for the pre-bid and pre-construction meetings for the Project so that DWF personnel can attend. OCPR must also provide DWF with copies of any contracts issued for the implementation/construction of the Project.
4. OCPR shall abide by the IDBIR regulations as set forth in Exhibit E, attached hereto and made a part hereof, unless otherwise agreed to by DWF.
5. All equipment and routes shall be approved by the Programs Manager.
6. No activities will be allowed within 1500 feet of nesting bird colonies unless approved by the Programs Manager.
7. It shall be the responsibility of OCPR to repair any damages which may occur as a result of the Project.
8. OCPR agrees to defend, indemnify and hold DWF harmless from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of the proposed Project.
9. This agreement allows OCPR to make minor modifications to the Project, but only insofar as changes pertain to materials for project features and minor changes to project features locations, as may be deemed necessary to fully and properly implement and maintain the Project. Further, OCPR will notify DWF of such modifications and allow DWF to comment on the modifications prior to the implementation of such modifications, and shall, when practicable, consider and include any comments by DWF.
10. OCPR is responsible for all maintenance and repair of all project features. In the event DWF notifies OCPR that project features require maintenance or repair, OCPR will provide such maintenance or repair in a time frame that ensures that the objectives of the Project are not compromised.
11. OCPR agrees that any use of mechanized equipment must be pre-approved by the DWF Programs Manager referenced above.
12. OCPR will provide a fulltime, onsite construction inspector to ensure compliance with the project plans, specs, and the terms and conditions of this Agreement. If, in the opinion of DWF, OCPR's activities conflict with the plans, specs and/or the terms of this Agreement, DWF shall contact OCPR fully describing what is in conflict. OCPR will immediately contact the contractor to remedy said conflict. If the conflict is not remedied to DWF's satisfaction within 2 days, DWF may suspend OCPR's activities until such time that conflict can be appropriately addressed and remedied.

- 13. In the event any change or condition should develop that affects IDBIR and that would affect OCPR's ability to perform the activities granted under this Agreement, DWF agrees to notify OCPR at the following address:

Office of Coastal Protection and Restoration  
 P. O. Box 44027  
 Baton Rouge, LA 70804-4027  
 Phone: 225-342-7308  
 Fax: 225-342-9417

This Agreement shall become effective upon the signature of DWF and shall remain in effect for three (3) years from the date hereof unless sooner terminated by the mutual consent of OCPR and DWF.

OCPR may assign or transfer, in whole or in part, any or all of its rights hereunder, but only to the extent necessary to implement the purposes of the Project on the said lands.

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their successors in interest, transferees and assigns.

If the foregoing accurately reflects your understanding of the agreement between OCPR and DWF relative to the referenced Project activities on the IDBIR, please evidence your approval by signing the three (3) originals and returning the executed originals to this office. The documents will be recorded in the public records of Terrebonne Parish, and a certified duplicate will be returned to your office upon completion. Thank you for your cooperation in this matter.

Sample

Very truly yours,

**WITNESSES:**

**OFFICE OF COASTAL PROTECTION  
 AND RESTORATION**

*Print Name* \_\_\_\_\_

By: \_\_\_\_\_

**STEVE MATHIES, PH.D.**

*Print Name* \_\_\_\_\_

Title: Executive Director

ACCEPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2010.

**WITNESSES:**

**LOUISIANA DEPARTMENT OF  
WILDLIFE AND FISHERIES**

*Print Name* \_\_\_\_\_

By: \_\_\_\_\_

**ROBERT BARHAM**

Title: Secretary

*Print Name* \_\_\_\_\_

Sample

## List of Exhibits

Exhibit A	Project Area
Exhibit B	Project Summary
Exhibit C	Whiskey Island Portion of Project
Exhibit D	New Cut Dune Portion of Project
Exhibit E	Regulations for Island Demolition Barrier Islands Refuge

Sample

c: Brad Miller, OCPR Project Manager  
Jim Altman, OCPR Land Manager - Project File TE-53

F:\USERS\LAND\Projects\TE\TE53 Enhancement of Barrier Island Vegetation Demonstration Project TE-53\Agreements\DWF letter agreement.doc

**Exhibit V**  
**Sample State of Louisiana Right-of-Way Grant**

STATE OF LOUISIANA

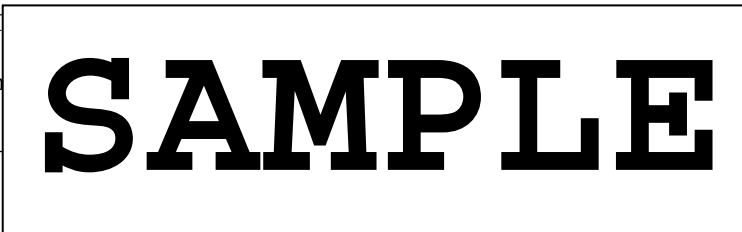
RIGHT-OF-WAY GRANT

STATE OF LOUISIANA

STATE

R/W NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ appearing herein by and through the \_\_\_\_\_ considerations as may be provided \_\_\_\_\_



1(c) and 41:1 the State of Louisiana, and in consideration of the sum of \_\_\_\_\_) DOLLARS and other valuable \_\_\_\_\_ unto \_\_\_\_\_

\_\_\_\_\_ (hereinafter called Grantee), the right, privilege and authority to construct, maintain, operate, alter, repair, replace and remove a \_\_\_\_\_ under, upon, over and through the following described land, situated in the Parish of \_\_\_\_\_, State of Louisiana, to wit:

The rights and privileges herein granted shall include the right to replace said project with one of similar or smaller class as set forth in current Rules and Regulations of the Division of Administration and shall be exercised over a course up to but not in excess of \_\_\_\_\_ feet in width during construction to revert to \_\_\_\_\_ feet after construction is herein granted. The route of the proposed project is shown on a plat(s) identified as \_\_\_\_\_ which is attached hereto and made a part hereof.

In the exercise of its rights under this grant, Grantee shall have the right, in the construction, operation and maintenance of the project to dig trenches in or on said premises as Grantee may deem necessary or convenient, and to lay its project in the beds of such trenches.

TO HAVE AND TO HOLD the said right, privileges and authority, unto said Grantee, are granted without warranty and without recourse even for the return of the aforementioned consideration for this grant, until such project is constructed and so long thereafter as the project is maintained thereon.

It is understood and agreed that this right-of-way is for a term of twenty (20) years from \_\_\_\_\_ to \_\_\_\_\_ with an option to renew for an additional twenty (20) year term. The option to renew shall be on the same terms and conditions as the original agreement except that the consideration shall be adjusted to reflect the percentage of increase or decrease in the cost of living index as established by the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the Bureau of Labor Statistics of the United States Department of Labor or any revision or equivalent to any such index published by the United States Government, which has occurred from date of this instrument to the date of renewal provided however that in no event shall consideration of such renewal be less than the consideration paid herein for the original term, and it is further understood and agreed that non-use thereof for a continuous period of two (2) years shall operate as a forfeiture by the Grantee of this grant and consideration and that all rights hereunder shall be thereupon terminated except when existing causes of force majeure actually prevent the use of the right-of-way and satisfactory evidence hereof is submitted to the Grantor. In the event of such forfeiture, the Grantee shall have the right to remove the project, together with fittings, tie-overs, appliances and equipment and any and all pertinent supplies and/or structures from the right-of-way within a period of one (1) year from the date of forfeiture, provided that Grantee restores such area of the grant disturbed by the removal as near as practical to its natural state. There shall be no above-ground facilities except those designated and set out on the attached plat(s).

The Grantor reserves the right to fully use and enjoy the said premises subject to the rights herein granted.

If operations for construction are not commenced within two (2) years of the date of the execution of this agreement by the Grantor, then, all rights of the Grantee thereunder shall terminate and the consideration shall be forfeited to Grantor.

All terms and expressed or implied covenants of this grant shall be subject to all Federal and State Laws.

Grantee agrees that due care shall be exercised in the construction operation of the project and its appurtenances and that Grantee shall be fully and solely responsible for and shall defend, protect, indemnify and hold the State of Louisiana and all its agencies, boards and commissions free and harmless from and against any and all claims for damages and all costs and expenses arising out of or incidental to Grantee's exercise of the rights herein granted.

The granting of this right-of-way shall not be a bar or defense to the right of the State of Louisiana and its agencies, boards and commissions to take any and all action necessary to seek abatement of construction or operations that unreasonably or unlawfully interfere with or disturb the existing ecological regimen, including but not limited to the fishing, hunting, trapping and oyster industries, and to take action for any and all damage to the existing ecological regimen which does not result from a reasonable exercise of the rights herein granted.

Any structure constructed on the right-of-way shall be of such design to allow passage of water craft common to the area.

Nothing herein contained shall be construed as to prohibit or preclude the Grantor herein from granting to other persons, associations or corporations the right to cross over or under the right-of-way herein granted, provided that if such crossing should necessitate the alteration or relocation of the project of the Grantee herein, all cost thereof shall be at the expense of such subsequent Grantee, subject to the following:

The parties hereto recognize that it might hereafter become necessary or desirable to widen, deepen or make some other work of public improvement on land or in the streams or water bottoms within the right-of-way herein granted, and this grant is accepted under the express condition and with the distinct understanding that, if any such work by the United States, the State of Louisiana, or any agency, board, commission, department or political subdivision of either, makes it necessary to alter or relocate said project, the entire cost of such alteration or relocation shall be borne by the Grantee, this responsibility on the part of the Grantee being part of the consideration for which this grant is made. This provision, however, shall not prejudice the Grantee's right to receive indemnification and/or relocation costs, from the United States, the State of Louisiana or

any agency, board, commission, department or political subdivision of either when there is an appropriation for payment of such costs.

It is agreed that Grantee shall not assign the rights granted hereunder without the written consent of Grantor and due payment of assignment fees, but this prohibition shall not be applicable to any mortgage, deed of trust, pledge or other security contract which may be executed by Grantee, and the consent of the Grantor to the execution of such agreements shall not be required.

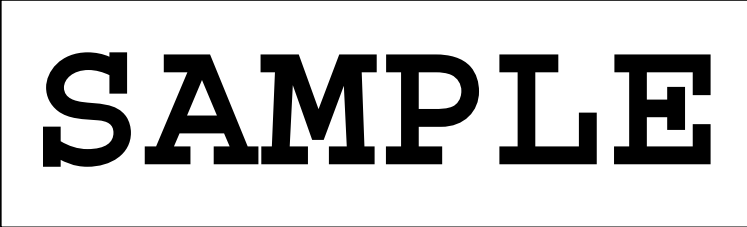
Grantee agrees to construct and maintain the project, structures and its appurtenances in accordance with Parts 191, 192 and/or 195 of Title 49 of the Code of Federal Regulations, as amended, which sets forth minimum design, construction and maintenance standards for safety. Grantee further agrees to comply with all other Federal and State Laws not in conflict which apply to design, construction, maintenance and operation.

It is further agreed that after the completion of the construction of the project, Grantee shall file in the office of the Grantor a plat showing the actual location of the project on the above described lands.

The provisions of this agreement shall extend to and be binding upon the successors and assigns of Grantee, regardless of the appointment of a receiver, adjudication in bankruptcy, reorganization, voluntary or otherwise, or the suspension, failure or insolvency of Grantee, or any successor or assigns thereof.

Failure of Grantor to strictly comply with the above provisions shall constitute a waiver thereof.

IN WITNESS WHEREOF, \_\_\_\_\_ his \_\_\_\_\_ day of \_\_\_\_\_



WITNESSES to the signature of the Administrator of the State Land Office:

Printed Name: \_\_\_\_\_

ADMINISTRATOR, STATE LAND OFFICE

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ACKNOWLEDGMENT FOR THE ADMINISTRATOR OF THE STATE LAND OFFICE

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared \_\_\_\_\_, who by me being first duly sworn, deposed and said:  
That she is one of the witnesses to the execution of the foregoing instrument and that she saw \_\_\_\_\_ sign said instrument

as Administrator of the State Land Office for the State of Louisiana, in the presence of appearer and the other subscribing witness.

Sworn to and subscribed before me on this the

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature of Witness

Printed Name: \_\_\_\_\_

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

\*\*\*\*\*

IN WITNESS WHEREOF, GRANTEE has executed this right-of-way on this \_\_\_\_\_ day of \_\_\_\_\_,

WITNESSES:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
TITLE:

Printed Name: \_\_\_\_\_

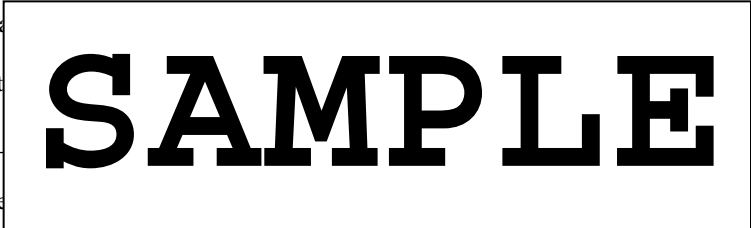
Printed Name: \_\_\_\_\_

ACKNOWLEDGMENT FOR CORPORATE GRANTEE

STATE OF \_\_\_\_\_  
OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally came and appeared \_\_\_\_\_, who by me  
being first duly sworn, deposed and said \_\_\_\_\_

That he/she is one of the wit  
execute said instrument as \_\_\_\_\_  
corporation in the presence of appear



\_\_\_\_\_ as the free act and deed of said

Sworn to and subscribed before me on this the  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_ Signature of Witness

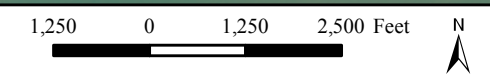
Printed Name: \_\_\_\_\_

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



**Exhibit VI**  
**Timbalier Facility/Utility Mapu**

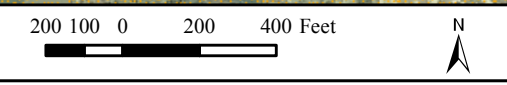




**Legend**

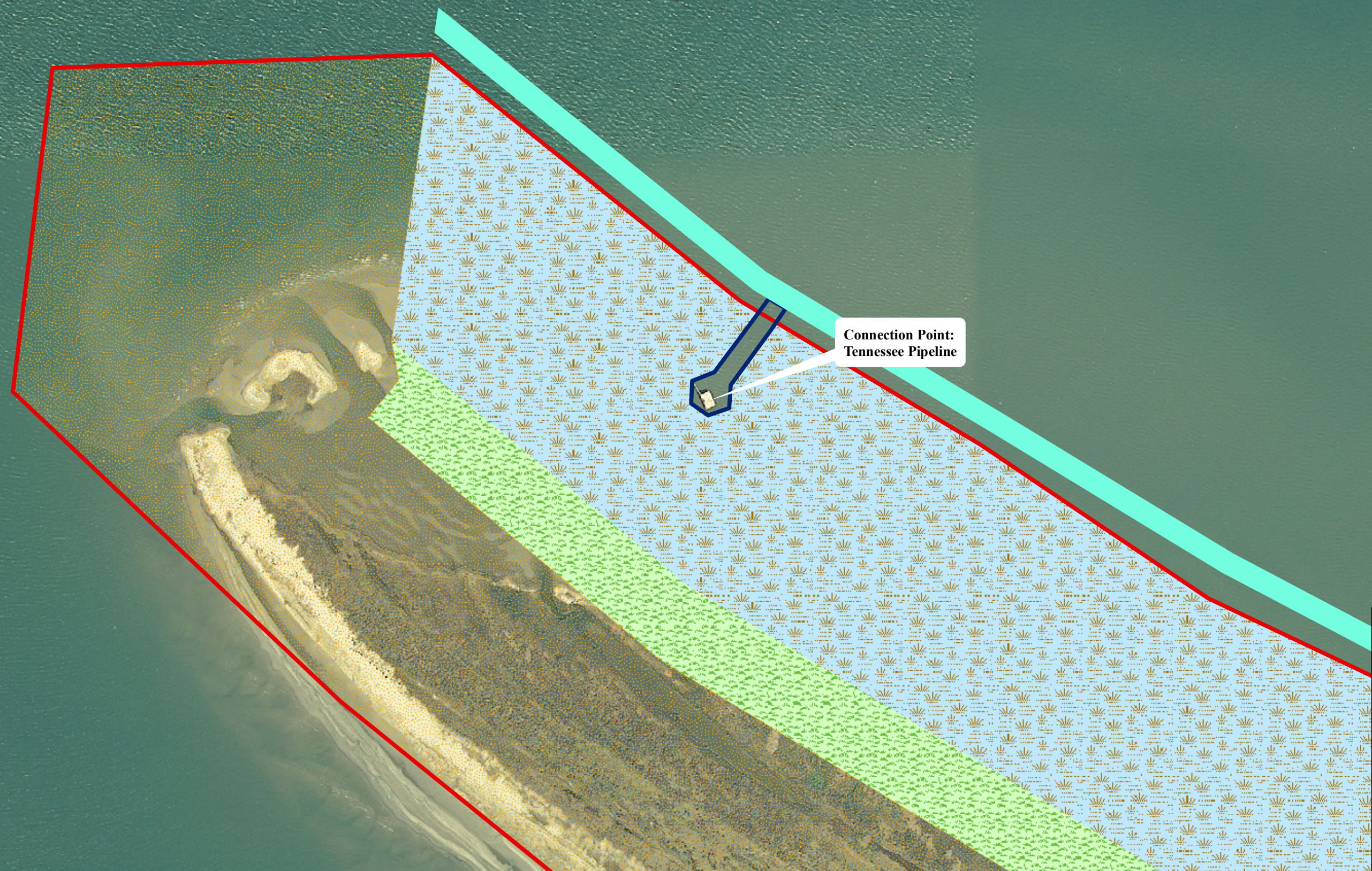
- Active Hilcorp Well
- Construction Access Channel
- Oil and Gas Access Canal
- Dune
- Beach
- Marsh
- Timbalier Plan E



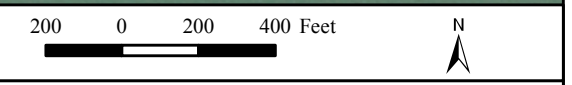








- Legend**
- Hilcorp Wells
  - Access Canal
  - Dune
  - Beach
  - Marsh
  - Timbalier: Plan E





Connection Point:  
 Tennessee Pipeline



Legend	
	Construction Access Channel
	Oil and Gas Access Canal
	Dune
	Beach
	Marsh
	Timbalier Plan E

**COASTAL ENGINEERING CONSULTANTS INC.**  
 PH: (239) 643-2324  
 FAX: (239) 643-1143  
 3106 SOUTH HORSESHOE DRIVE  
 NAPLES, FLORIDA 34104

**Terrebonne Basin Barrier Shoreline Restoration  
 Timbalier Island Plan E - Western Access Canal**

September 2010

Project Number: 11155

**SJB GROUP, LLC**  
 QUALITY BY DESIGN  
 P.O. BOX 1751 PHONE: (225) 769-3400  
 BATON ROUGE, LA. 70821 FAX: (225) 769-3596



**Exhibit VII**  
**Request to Deviate from Acquisition of Fee Interest**

LCA: TERREBONNE BASIN BARRIER SHORELINE RESTORATION PROJECT  
REQUEST FOR APPROVAL TO DEVIATE FROM FEE TAKING

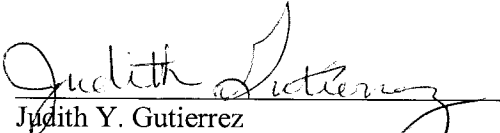
1. This is a request for approval to deviate from acquisition of the Fee estate for the LCA Terrebonne Basin Barrier Shoreline Restoration and request approval to acquire a standard Perpetual Beach Nourishment Easement over privately owned property to accomplish the project.
2. The detailed project purpose and description is contained within the Real Estate Plan. The project entails depositing dredged material on four uninhabited barrier islands to restore the islands' habitats. Two of those islands are owned by the State of Louisiana. The other two are partly owned by the State and by private individuals.
3. A map depicting the location of all project features is included in the Real Estate Plan on pages 8 - 11.
4. The District acknowledges that it is Corps of Engineers policy to acquire fee simple title for ecosystem restoration projects in order to reduce the risk that incompatible uses on project land will occur after project construction, and to ensure that ownership rights vested in the project are clear and enforceable (ER 1105-2-100, Appendix F, Amendment # 2, F-20b(2)(a)). However, regulations also indicate that a lesser interest, such as, a specific type of permanent easement, may be appropriate depending upon the operational requirements of the project and other circumstances relevant to project implementation, including landowner preference (EP 1165-2-502, 17b). Circumstances wherein the acquisition of interests less than fee may be appropriate is where only select and easily identifiable and narrow affirmative rights are required for successful implementation of the project (ER 1105-2-100, Appendix F, Amendment # 2, F-20b(2)(b)i.)
5. It is the opinion of the Non-Federal Sponsor and the District that construction of this project can be accomplished through the acquisition of a perpetual easement rather than fee. The project has specific features in defined areas, and the necessary real estate rights are narrow, affirmative rights that can easily be defined. The standard Perpetual Beach Nourishment Easement would allow the Government sufficient rights to deposit fill material on the privately owned areas of the island.
6. Due to the topography of the project site and its limited access, it is highly unlikely that the landowner would propose development. The estate does not directly prohibit the use of the surface to explore for minerals. However, activities in barrier islands are regulated by the Louisiana Department of Natural Resources Office of Coastal Management. The Permits/Mitigation Support Division regulates development activities and manages the resources of the Coastal Zone. A Coastal Use Permit (CUP) Program has been established by Act 361, La. R.S. 49:214.21 et seq as part of the Louisiana Coastal Restoration Program to help ensure the management and reasonable use of the state's coastal wetlands. The Coastal Use Permit is the basic regulatory tool of Permits/Mitigation Support Division and is required for certain projects in the Coastal Zone, including but not limited to dredge and fill work,

bulkhead construction, shoreline maintenance, and other development projects. The purpose of the Coastal Use Permit process is to make certain that any activity affecting the Coastal Zone is performed in accordance with guidelines established in the LCRP. A prime concern of the CUP Program is to regulate activities that may increase the loss of wetlands and aquatic resources, as well as to reduce conflicts between coastal resource users. In addition, the project features are protected through the police powers of the Federal Government through Section 404 of the Clean Water Act which require a permit from the Corps of Engineers for any activity that could negatively impact a wetland.

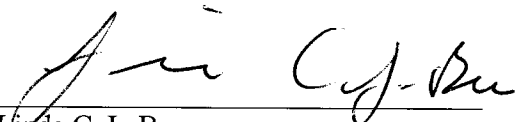
6. The cost of managing fee owned lands is similar to the cost of managing lands encumbered by easements except for the initial year. Fee lands are surveyed and monumented. Given that the properties impacted by this project are remote and are wetlands, the cost of the survey is approximately \$5,000 per island. For subsequent years, the cost of managing the easement would be approximately \$2,100, and the cost of managing fee would be approximately \$2,800.
7. The cost of acquiring a Perpetual Beach Nourishment Easement is less than the cost of acquiring fee interest. The value of an easement is estimated as the difference in value between the value of the property free and clear and the value of the property encumbered by the easement. The highest and best use of the properties is for recreation both before and after imposition of the easements. Because the highest and best use of the property remains unchanged, there is very little difference between the value of the unencumbered property and the encumbered property. The appraiser also takes into consideration that although the landowner loses property rights, he is also directly benefited by the project. For these reasons the value of the easement is significantly lower than the fee value of the property.
8. The team proposes the acquisition of easements rather than fee considering that this project is one of 15 Louisiana Coastal Area (LCA) projects which collectively encompass thousands of acres. The decisions regarding which estate to acquire for Terrebonne Basin Barrier Shoreline Restoration Project will impact the other LCA projects. In addition to the LCA projects, the Corps is also studying the Louisiana Coastal Protection and Restoration Project which is a comprehensive hurricane risk reduction project which includes coastal restoration features. The LACPR projects are located along the 4 subprovinces identified in the LCA; like LCA, the projects are scattered through the Louisiana coastline from the Louisiana/Mississippi state line to the Louisiana/Texas state line. Although exact acreage is unknown at this time because project features are in the first stages of planning, it is anticipated that these projects combined will directly impact over 560,000 acres of coastal Louisiana. The non-federal sponsor, The Coastal Protection Restoration Authority, is not in favor of owning fee interest over such extensive areas. The mission of the non-federal sponsor is to oversee all hurricane risk reduction projects and all coastal restoration projects in south Louisiana. The sponsor is willing to acquire a fee estate when it is absolutely necessary for the project. However, owning fee lands for public access is not within the authorized missions of the non-federal sponsor. It is our opinion that acquisition policies for LCA and LACPR projects should be consistent. Therefore, the District requests approval to acquire perpetual easements rather than fee for these projects.
9. Enclosed as Exhibit A is a Quality Control Checklist, Request to Deviate from Guidance as to Appropriate Interest to Acquire and/or Request for Approval of Use of Non-Standard Estate.

10. Point of contact for this request is Ms. Judith Gutierrez, 504-862-2575.

Prepared by:

  
Judith Y. Gutierrez  
Chief, Appraisal & Planning Branch  
USACE, MVN, Real Estate Division

Approved by:

  
Linda C. LaBure  
Chief, Real Estate Division  
USACE, MVN



## Quality Control Checklist

### Request to Deviated from Guidance as to Appropriate Interest to Acquire and/or Request for Approval of Use of Non-standard Estate

ER 405-1-12, paragraphs 12-9 and 12-10

PROJECT: LCA TERREBONNE BASIN BARRIER SHORELINE  
RESTORATION PROJECT

Title and date of Decision Document which contains the REP requesting approval of estate deviation or NSE approval LCA Terrebonne Basin Barrier Shoreline Restoration Feasibility Study

Subject line and date of memorandum requesting approval of estate deviation or NSE approval N/A – Requested as an exhibit in the Real Estate Plan

1. Does the proposed estate, whether standard or non-standard; provide sufficient interest for the construction, operation, and maintenance of the project? YES

2. Coordination has been made with the following and they concur with use of the proposed estate:

Project Management X  
Operations X

E&C X  
Office of Counsel X

Coordination was made with the following other functional groups. Environmental

3. A statement of legal sufficiency from OC is attached to the REP or memo requesting approval by HQ N/A

4. Is the cost to acquire the proposed estate more than cost of acquiring a standard interest with a standard estate? No Is this discussed in the request? YES

5. Did the Non-Federal Sponsor (NFS) propose the deviation from appropriate interest or use of a NSE? No

If so, why? \_\_\_\_\_

If not, was the deviation or NSE coordinated with the NFS? Yes

6. Can the non-standard estate be approved by the district Chief of RE?     N/A    

If so it must :

Serve the intended project purpose \_\_\_\_\_

Substantially conform with and not materially deviate form the corresponding standard estate \_\_\_\_\_

Does not increase the costs nor potential liability of the Government? \_\_\_\_\_

7. Does the NSE conform to format of standard estates     N/A?    

8. Does the request for approval which goes through MVD to HQ, contain a detailed explanation of and justification for the deviation as to interest to be acquired?   Yes  

9. Does the request contain a detailed explanation of each non-standard clause in the estate?   N/A   The request must detail the need for the language in relation to project requirements. Each non-standard right to be acquired, restriction/prohibition placed on fee owner's interest and /or reservation to the fee owner must be fully discussed. Is the acquisition or reservation of mineral rights held by the fee owner or outstanding 3<sup>rd</sup> party mineral rights fully discussed in relation to the estate language and project requirements?

    N/A    

If there are clauses found in the corresponding standard estate which have been deleted, is there an explanation of the deletion?     N/A    

10. Has the district deviated as to the appropriate interest on similar projects in the past?   Yes   If so, which project(s)?   The request to acquire easement rather than fee is proposed for other LCA projects.  

11. Has the proposed NSE been previously approved by HQ for use for a project in your district?     N/A    . If so, which project(s)? \_\_\_\_\_

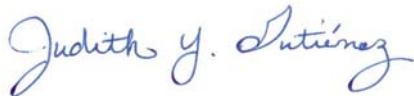
Provide a copy of the previous approval.

A copy of this Checklist is attached to the REP or memorandum requesting a deviation as to interest to be acquired or approval of a NSE.     Yes    

    N/A    

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

Realty Specialist or Appraiser



July 28, 2010

\_\_\_\_\_

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

Branch or Section Chief