

Appendix C

REAL ESTATE PLAN

**REAL ESTATE PLAN HOUMA NAVIGATION CANAL
CHANNEL DEEPENING MILE 36.3 TO MILE -3.7
TERREBONNE PARISH, LOUISIANA**

PURPOSE

The purpose of this Real Estate Plan (REP) is to present a preliminary plan for acquisition of lands, easements and rights-of-way (LER) necessary for construction of the Houma Navigation Canal Deepening Project, Terrebonne Parish, Louisiana. This REP is for planning purposes only and is subject to change.

PROJECT SPONSOR

The Terrebonne Port Commission (TPC), Terrebonne Parish Consolidated Government (TPCG), and Louisiana Department of Transportation and Development (LADOTD), will be the Non-federal Sponsors for the project.

PROJECT DESCRIPTION

This Section 203 study was developed by the LADOTD to determine the feasibility of deepening the existing Houma Navigation Canal Federal project and to identify the National Economic Development (NED) plan. The NED plan has the greatest net economic benefits consistent with protection of the Nation's environment.

The Houma Navigation Canal (HNC) extends approximately 39.8 miles from the intersection with the Gulf Intracoastal Waterway (GIWW) near Houma, Louisiana to the Gulf of Mexico. Channel and disposal rights were acquired by the Terrebonne Parish Police Jury in the late 1950s and early 1960s, and the channel was constructed by the State of Louisiana in 1962. The River and Harbor Act of October 23, 1962 provided for the maintenance of the Canal by the U.S. Army Corps of Engineers (USACE). The current authorized channel dimensions are -15 feet Mean Low Gulf (MLG) by 150 feet in bottom width from the GIWW to mile 0.0, and -18 feet MLG by 300 feet in bottom width between mile 0.0 and -3.5. The HNC Deepening Project would deepen the HNC to -20 feet North American Vertical Datum 1988 [NAVD88 (2004.65)] for the entire length of the channel. The project would also construct rock foreshore protection and retention dikes along portions of the canal. The project location maps are attached hereto as Exhibit A.

EXHIBITS

The following Exhibits are included with this Real Estate Plan:

Section 203
Integrated Feasibility Report
and
Draft Environmental Impact Statement

Exhibit	Description
A	Project Location Maps
B	Disposal Sites
C	Request for Approval – Non-Standard Estates
D	Chart of Accounts
E	Assessment of Non-Federal Sponsor’s Real Estate Acquisition Capability

LER REQUIREMENTS

The Terrebonne Parish Police Jury constructed the Houma Navigation Canal in 1962, and at that time, acquired perpetual easements for the canal location from the underlying landowners. The Terrebonne Parish Police Jury will provide right-of-entry to the United States over the existing channel for accomplishing the dredging necessary to deepen the HNC, and for placement of rock retention and foreshore protection structures along the banks. Rock retention structures and rock foreshore protection will be placed on land that is below the ordinary high water mark at various locations along the channel (Appendix A, Annex V).

Disposal areas adjacent to or near the HNC will be used to place excavated material and for future channel maintenance. Retention dikes will be required within many of the disposal sites to contain the dredged material. For all 15 disposal sites (3,311 acres), a non-standard Perpetual Dredged Material Disposal Easement will be used for the project. A request for approval of these non-standard estates is included as Exhibit C.

The 15 sites located within privately owned land encompass approximately 3,311 acres. The right to construct earthen dikes is included in the disposal easement proposed to be acquired.

The disposal sites, their respective size, and land type impacted are as follows:

Disposal areas that are not located adjacent to the channel will require pipeline access via a 100-foot-wide corridor. A Perpetual Dredged Material Pipeline Easement will be required over approximately 78 acres of privately owned marsh and/or open water to provide pipeline access to these sites. The areas which encompass the 78 acres are shown on the maps in Exhibit B.

Approximately 55 ownerships are expected to be impacted by acquisition of the disposal areas and the associated pipeline easements.

Section 203
Integrated Feasibility Report
and
Draft Environmental Impact Statement

Disposal Site ID	Acres Available	Disposal Area Type
1	50.9	upland
3	132	upland
7E	772.5	In-water/marsh
12	130	In-water/marsh
12B	56.5	in-water/marsh
A-07-A	200.7	in-water/marsh
14A	184.2	in-water/marsh
15	148.3	in-water/marsh
15A	578.1	in-water/marsh
16	119.9	in-water/marsh
19C	74.9	in-water/marsh
19D	131.3	in-water/marsh
20C	133.3	in-water/marsh
21	527.2	in-water/marsh
24	71.3	in-water/marsh
Total Acreage	3,311.10	

Land types impacted by the proposed project include approximately 182.9 acres of waterfront land with potential for industrial use and 3,311.1 acres of marsh and/or open water under private ownership.

A summary of the land classes impacted by the project and required acres of each are as follows:

Land Class	Disposal Acres	Pipeline Acres
Waterfront Industrial	182.9	00.0
Marsh/Open Water	3,128.2	78.0
TOTAL	3,311.1	78.0

A summary of all costs for lands, easements and rights-of-way (LER) is presented later in this report. A detailed estimate of all real estate costs in Chart of Accounts format is included as Exhibit D.

SPONSOR OWNED LANDS

The Terrebonne Port Commission owns, in fee title, the land designated as Site 1 on Exhibit B.

Section 203
Integrated Feasibility Report
and
Draft Environmental Impact Statement

This land has not been previously provided as an item of local cooperation, thus the Sponsor will receive credit for the value of easement to be acquired.

Channel and associated disposal easements were acquired for the Houma Navigation Canal in the name of the Terrebonne Parish Police Jury in the late 1950s and early 1960s.

ESTATES

The estates to be acquired are as follows:

FEE EXCLUDING MINERALS (With Restriction on Use of the Surface)

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

UTILITY AND/OR PIPELINE EASEMENT

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

PERPETUAL DREDGED MATERIAL DISPOSAL EASEMENT (Non-Standard Estate)

A perpetual and assignable right and easement in, on, over and across those lands described in Schedule A, for use by the Terrebonne Parish Consolidated Government, its representatives, agents and contractors, to construct, operate and maintain a dredged material disposal area on the land, including the right to construct dikes; to deposit dredged material thereon; to accomplish any alterations of contours on said land for the purpose of accommodating the deposit of dredged material as necessary in connection with such works; to borrow, excavate and remove soil, dirt and other materials, including dredged material, from said land; to undertake any management practice designed to enhance use of or extend the life of said land for the deposit of dredged material; to clear, cut, fell and remove any and all trees, timber, underbrush or other obstructions there from; and for such other purposes as may be required in connection with said works; provided that no structures for human habitation shall be constructed or maintained on the land,

Section 203
Integrated Feasibility Report
and
Draft Environmental Impact Statement

and that no other structures shall be constructed or maintained on the land except as may be approved in writing by the Terrebonne Parish Consolidated Government, or authorized representative, and no excavation shall be conducted and no landfill placed on the land without such approval as to the location and method of excavation and/or placement of landfill; subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the Grantors, (their heirs) (its successors) and assigns, all such rights and privileges as may be used and enjoyed without interfering with the use of the project for the purposes authorized by Congress or abridging the rights and easements herein conveyed *and expressly excepting and excluding from the taking all oil, gas and other minerals in and under said land and all appurtenant rights used in connection with the exploration, development, production and removal of said oil, gas and other minerals but without the right to enter upon or over the surface of said land for the purpose of drilling and extracting there from said oil, gas and other minerals.*

WETLAND CREATION AND RESTORATION EASEMENT (Non-Standard Estate)

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 wetlands and associated coastal habitats, including the right to borrow and/or deposit fill; to accomplish any alterations of contours on said land; to plant vegetation on said land; to excavate, dredge, cut away, and remove any or all of said land and to place thereon dredge or spoil material; to construct dikes and to install, alter, relocate, repair or plug cuts in the banks of dikes; to construct, operate and maintain pipelines for the purpose of dredge or spoil material transport and deposition; to move, store and remove equipment and supplies; to trim, cut, fell and remove there from all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the easement (excepting the structures now existing on the land, described as _____), provided that no other structures shall be constructed or maintained on the land except as may be approved in writing by the representative of the United States in charge of the project, that no excavation shall be conducted and no landfill placed on the land without such approval as to the location and method of excavation and/or placement of landfill, and that no trimming, cutting, felling or removal of trees, underbrush, and any other vegetation shall be conducted without such approval; the above estate is taken subject to existing easements for public roads and highways, public utilities, railroads and pipelines; 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; and expressly excepting and excluding all oil, gas and other minerals occurring naturally in liquid or gaseous form, in and under said land and all appurtenant rights for the exploration, development, production and removal of said oil, gas and other minerals occurring naturally in liquid or gaseous form, but without the right to enter upon or over the surface of said land for the purpose of exploration, development, production and removal there from of said oil, gas and other minerals occurring naturally in liquid or gaseous form.

Approval of the non-standard Dredged Material Disposal Easement and the non-standard Wetlands Creation and Restoration Easement is requested in Exhibit C.

EXISTING FEDERAL PROJECTS

Easements that were acquired in the name of the United States for the Bayous Grand Caillou and Bayou LeCarpe project overlap with some of the proposed disposal sites for the HNC Deepening Project. The Bayous Grand Caillou and LeCarpe Project was authorized by the Rivers and Harbors Act, approved 30 August 1935. This project created a 5 x 40 foot channel from the GIWW at Houma south to Dulac, a distance of approximately 16.3 miles. This work was completed in 1938.

The Rivers and Harbors Act, approved 23 October 1962, authorized the enlargement of the channel from the GIWW to the HNC, a distance of about 1.5 miles, to 10 x 45 feet. This work was completed in August 1964, and it is the only part of this project that is currently maintained. Most of the rest of the project is still in use, but does not require regular maintenance.

In several locations, channel and/or disposal easements that were acquired for the HNC overlap those of the Bayous Grand Caillou and LeCarpe Project, and some of the proposed disposal areas for the HNC Deepening also overlap existing Federal disposal areas. The existing Federally-owned easements are not legally sufficient for construction of the HNC Deepening, because the easements were acquired specifically for the other project under a different authority.

FEDERALLY-OWNED LAND

There is not Federally-owned land within the required rights-of-way for this project.

INDUCED FLOODING

There will be no induced flooding caused by the construction of this project for which additional just compensation would be owed.

BASELINE COST ESTIMATE

Total estimated real estate costs for the project are \$12,843,000. This cost includes land values as estimated by an Appraiser, plus administrative costs of acquisition. It also includes a 25 percent contingency. The contingencies are considered sufficient to cover potential cost increases due to project feature revisions, negotiated settlements, or other unexpected increases. A Chart of Accounts is included as Exhibit D.

RELOCATION ASSISTANCE

The provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, Title II, as amended, are not applicable to the proposed project. No displacement of persons will occur and there will be neither habitable nor commercial structures affected as a result of the construction of the project.

MINERALS, TIMER, AND CROPS

Mineral rights will not be impacted by the project, and there is no mineral activity in the area that would interfere with construction of the project. There are no growing crops to be impacted by the project. There may be minimal hardwood timber value associated with the upland disposal sites (sites 1 and 3). Potential timber value was accounted for in the gross appraisal.

LOCAL SPONSOR ASSESSMENT

The LADOTD does not intend to actively engage in acquiring rights-of-way for the deepening project. Furthermore, the TPCG and TPC intend to request that U.S. Army Corps of Engineers (USACE) acquire all lands, easements, and rights-of-way, as well as perform, or assure the performance of all utility and/or facility relocations necessary for the HNC deepening on their behalf.

An Assessment of Non-Federal Sponsor's Real Estate Acquisition Capability is included as Exhibit E. Although the TPCG and TPC have the ability to contract for services, their in-house staff is limited, and they lack "quick take" authority. They are considered moderately capable of acquiring interests necessary for the project, assuming USACE acquires the rights-of-way being acquired for the deepening of the channel. The sponsor would only be responsible for acquiring additional rights-of-way for future maintenance of the channel, if necessary. The TPC is the local agency currently providing disposal rights-of-way for the HNC maintenance dredging program.

ZONING ORDINANCES

No application or enactment of zoning ordinances is proposed in lieu of, or to facilitate, acquisition in connection with this project.

ACQUISITION SCHEDULE

The following acquisition schedule is based on acquiring easements over an estimated 52 ownerships. The schedule has been reviewed by Project Management and the Non-Federal Sponsor.

Section 203
Integrated Feasibility Report
and
Draft Environmental Impact Statement

Task	Duration
CEMVN-RE receives right-of-way requirements	--
CEMVN-RE obtains title and mapping information	4 months
CEMVN-RE obtains appraisals	6 months
CEMVN-RE performs negotiations and closings	8 months
CEMVN-RE files condemnations, if necessary *	6 months
Total Duration	24 months

* Begins concurrently with negotiations and closings. Total duration is 6 months.

RELOCATIONS

Facilities and utilities crossing the HNC include 23 gas or petroleum pipelines, 6 electric lines, 3 water lines, 2 road bridges, 1 communication line, and 1 sewer line (Appendix A, Table A-22). Many of the facilities and utilities will need to be relocated for construction of the project (see summary table below).

The preliminary report asserts that facilities which were installed prior to the acquisition of real estate rights for construction of the channel in 1962 may have certain rights superior to the navigational servitude, and the owners thereof may have a compensable interest unless the owners' interest was subordinated to that of the canal at some point in time. Conversely, any facilities which were installed after the date real estate rights were acquired for the channel in 1962 are subject to the navigational servitude, and the owners thereof do not have a compensable interest. The compensable interest report states that three facility/utility owners may have a compensable interest. The report of compensability is preliminary and has been prepared and used for the purpose of completing a study. Final relocation determinations and a final compensability report will be completed at a later date.

Any conclusion or categorization contained in this report that an item is a utility or facility relocation to be performed by the Non-Federal Sponsor as part of its LER responsibilities is preliminary only. The Government will make a final determination of the relocations necessary

Summary of Facilities Requiring Relocation for HNC Channel Deepening

Location (Channel Miles)	Suspected Owner	Facility	Compensable Interest
36.3	South Louisiana Electric Cooperative Association (SLECA)	Submarine Cable Crossing	Yes
34.5	Terrebonne Parish Consolidated Waterworks District Number 1	12-inch water main	Yes
34.5	Entergy	Submarine Cable Crossing	Yes
34.3	Charter Communications LLC	Submarine Cable Crossing	Yes

Section 203
Integrated Feasibility Report
and
Draft Environmental Impact Statement

Location (Channel Miles)	Suspected Owner	Facility	Compensable Interest
34.0	Terrebonne Parish Consolidated Government	10-inch sewer line	TBD
34.0	SLECA	Submarine Cable Crossing	Yes
31.3	Gulf South Pipeline Company, LP	20-inch Natural Gas Pipeline	Yes
29.8	Louisiana Intrastate Gas Company, LLC	16-inch Natural Gas Pipeline	Yes
29.8	Enterprise Products Company	8-inch Natural Gas Pipeline	Yes
31.3	Louisiana Intrastate Gas Company, LLC	10-inch Natural Gas Pipeline	Yes
27.8	Columbia Gulf Transmission Company	30-inch Natural Gas Pipeline	Yes
26.5	SLECA	Submarine Cable Crossing (abandoned)	No ^a
23.5	Koch Gateway Pipeline Company	12-inch Natural Gas Pipeline	Yes
23.5	Terrebonne Parish Consolidated Government	Submarine Cable Crossing	Yes
23.3	SLECA	Submarine Cable Crossing	Yes
22.8	Gulf South Pipeline Company, LP	4-inch Natural Gas Pipeline	Yes
22.8	Gulf South Pipeline Company, LP	6-inch Natural Gas Pipeline	Yes
21.8	Hope Services, Inc.	Two 4-inch water lines (abandoned)	No ^a
13.5	Williams Gas Pipeline Company	6-inch Natural Gas Pipeline	Yes
12.0	Tennessee Gas Pipeline Company	24-inch Natural Gas Pipeline	Yes
11.9	Tennessee Gas Pipeline Company	26-inch Natural Gas Pipeline	Yes
11.8	Southern Natural Gas Company	6-inch Natural Gas Pipeline	Yes
10.5	Texaco, Inc.	2½-inch Oil Pipeline	Yes
10.5	Texaco, Inc.	2½-inch Natural Gas Pipeline	Yes
10.5	Texaco, Inc.	3-inch Natural Gas Pipeline	Yes
10.5	Texaco, Inc.	2½-inch Natural Gas Pipeline	Yes
10.5	Chevron-Texaco, Inc.	3-inch Natural Gas Pipeline	Yes
6.3	Texaco Pipelines, LLC	8-inch Natural Gas Pipeline	Yes
6.3	Texaco Pipelines, LLC	16-inch Natural Gas Pipeline	Yes
6.3	Texaco Pipelines, LLC	20-inch Natural Gas Pipeline	Yes

^aUtility may be abandoned in place or removed not relocated

for the construction, operation, or maintenance of the project after further analysis and completion and approval of final attorney's opinions of compensability for each of the impacted utilities and facilities.

ENVIRONMENTAL ISSUES

A Phase I site assessment, dated May 12, 2004, was prepared to facilitate early identification of potential Hazardous, Toxic, and Radioactive Wastes (HTRW) contamination. The Phase I site assessment was subsequently updated in May 2017. Based on the assessment, there is a low risk of encountering HTRW problems. Cultural resources investigations were also completed during the study. An Environmental Impact Statement has been conducted for this project. No

acquisition of rights-of-way will commence before all environmental clearances are in place.

LANDOWNER ATTITUDE

The Non-Federal Sponsor does not anticipate significant landowner resistance to the project. However, the perpetual term of the disposal easement may not be well-received by the owners of site 3. The easement will eliminate any potential for future industrial waterfront use the sites may have.

ACQUISITION PRIOR TO PPA

The Non-Federal Sponsors have requested assistance from the USACE to acquire the real estate interests required for the project. They have no plans to acquire rights-of-way for this project prior to signing a PPA

APPORTIONMENT OF OMRR&R COSTS

There is no incremental increase in OMRR&R costs above maintaining the existing Federal project for the Houma Navigation Channel, which is 100 percent Federal. The Tentatively Recommended Plan is also not greater than -20 feet. Accordingly, the Federal Government will continue to provide 100 percent of the cost for maintaining the channel provided by the Tentatively Recommended Plan.

OTHER ISSUES

The project is expected to impact approximately 3 oyster leases, encompassing approximately 14 acres. The State of Louisiana, through the Department of Natural Resources (DNR), would buy out the leases, or the affected portions thereof, in accordance with DNR's Oyster Lease Acquisition and Compensation Program (OLACP). Under the provisions of the OLACP, DNR would conduct a biological survey of the impacted leases to determine and document physical characteristics and productivity of the leased acreage, and complete an appraisal of the fair market value of the leases. The local sponsors for the HNC Deepening Project would be required to reimburse DNR for all costs associated with acquisition of the leases. The costs would be creditable as a LER cost incurred by the sponsors.

Oyster lease buyouts would take place concurrently with acquisition of disposal and pipeline easements. The fair market value of the oyster leases was addressed in the gross appraisal. These costs, as well as DNR's estimated administrative costs associated with buying out the leases, are included in the real estate Baseline Cost Estimate presented in Exhibit D.

Section 203
Integrated Feasibility Report
and
Draft Environmental Impact Statement

APPROVED BY:

Linda C. LaBure
Chief, Real Estate Division

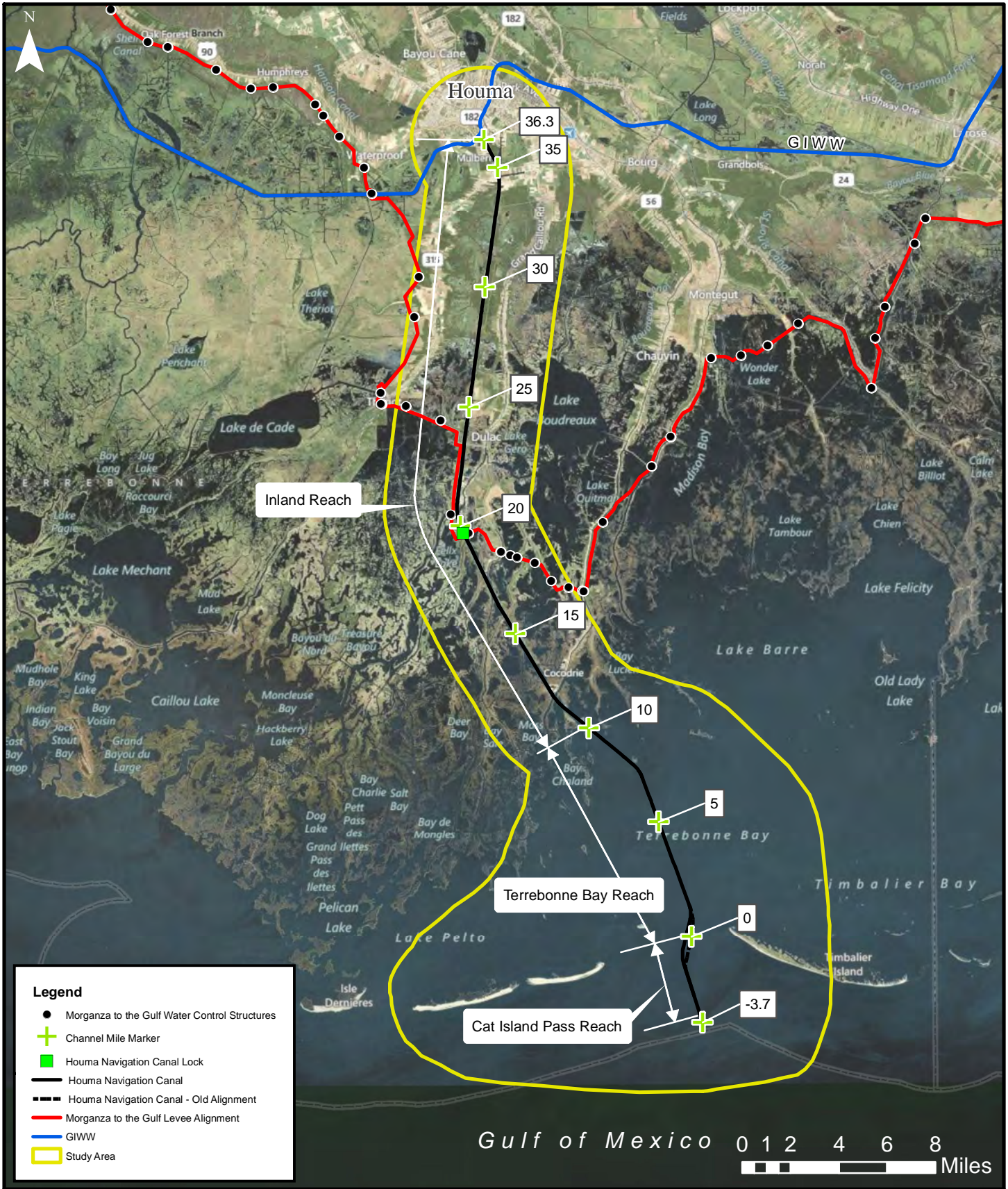
REVIEWED BY:

Judith Y. Gutierrez
Review Appraiser

DRAFT

EXHIBIT A

PROJECT LOCATION MAP



Legend

- Morganza to the Gulf Water Control Structures
- ⊕ Channel Mile Marker
- Houma Navigation Canal Lock
- Houma Navigation Canal
- - - Houma Navigation Canal - Old Alignment
- Morganza to the Gulf Levee Alignment
- GIWW
- ▭ Study Area

STUDY AREA MAP

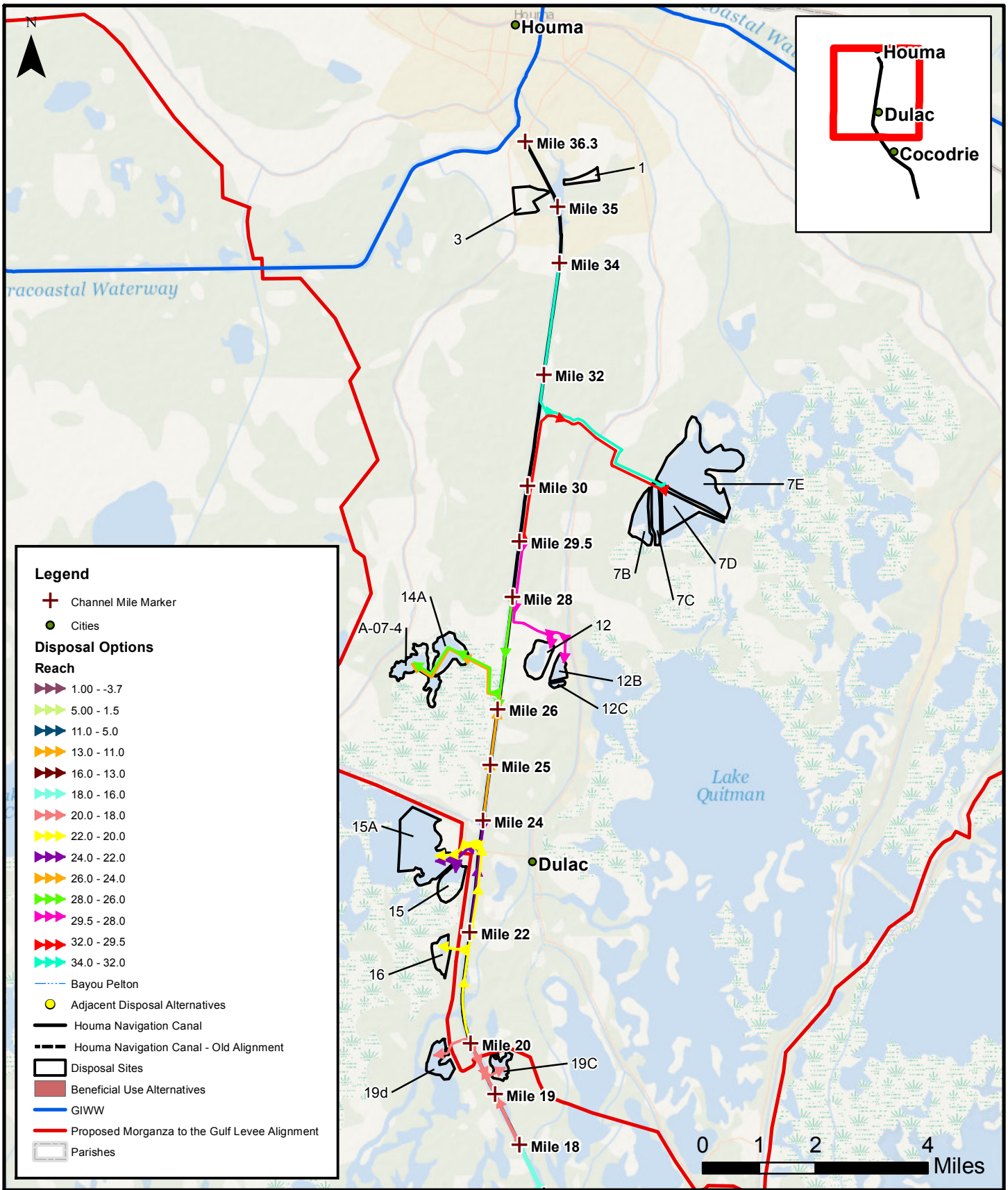
Houma Navigation Canal Deepening

ERSI Basemap - Bing Maps Hybrid

GEC

Date: August 2012
Scale: 1:350,000
Source: ESRI/GEC
Map ID: 278500218-3026

EXHIBIT B
DISPOSAL SITES



DISPOSAL AREAS North End Houma Navigation Canal Deepening

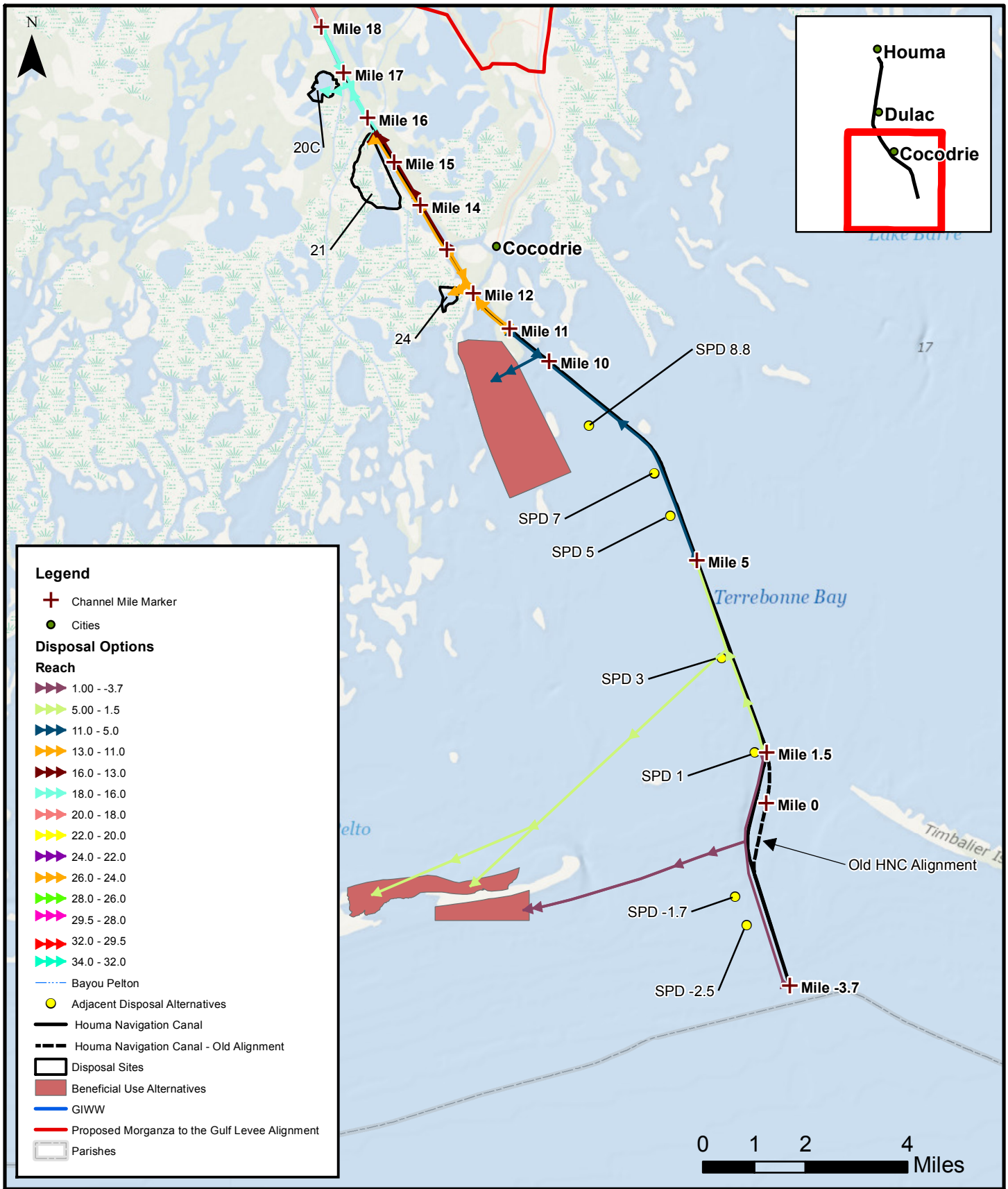


Date: December 2014

Scale: 1:150,000

Source: ESRI/GEC

Map ID: 278500218-3026



DISPOSAL AREAS South End Houma Navigation Canal Deepening



Date: December 2014

Scale: 1:165,000

Source: ESRI/GEC

Map ID: 278500218-3026

EXHIBIT C

REQUEST FOR APPROVAL- NON-STANDARD ESTATES

HOUMA NAVIGATION CANAL DEEPENING PROJECT
REQUEST FOR APPROVAL
NON-STANDARD ESTATE
PERPETUAL DREDGED MATERIAL DISPOSAL EASEMENT

1. This is a request for approval of the non-standard Dredged Material Disposal Easement for the Houma Navigation Canal Deepening. A copy of the proposed estate is enclosed.
2. The project purpose and description is contained within the Real Estate Plan.
3. As stated in the Real Estate Plan, existing easements in the name of the Sponsor will be used over the existing channel for accomplishing the dredging necessary to deepen the HNC, and for placement of rock retention and foreshore protection structures along the banks. Disposal areas located adjacent to or nearby the HNC will be utilized for placement of the excavated material and for future maintenance of the channel. Retention dikes will be required within many of the disposal sites for containment of the dredged material.
4. There are 21 disposal areas in total. One 370-acre site is located within the navigable waters of Terrebonne Bay. The Navigational Servitude will be invoked in connection with utilizing this site. Easements will be acquired over 4,506 acres of wetlands and 173 acres of potentially developable lands for the disposal of dredged material. Mapping of the disposal sites is included in the real Estate Plan as Exhibit B. Disposal sites were selected based on their proximity to the channel to reduce the cost of the project. The project life is 50 years. At this time, the District could not identify for how long each of the disposal sites would be need; dredging will be accomplished based on appropriations received. For this reason, a Temporary Work Area Easement could not be proposed to accomplish the needs of the project. The District proposes to acquire a Perpetual Dredged Material Disposal Easement over the disposal sites. During the PED phase, if the specific disposal sites can be identified for each dredging cycle, then those that are not needed in perpetuity would be acquired as temporary easements.
5. The acquisition of the Perpetual Dredged Material Disposal Easement does not cost more than acquisition of a standard estate. Because the life of the project is 50 years and the duration of temporary estates could not be identified, the cost of the standard estate would be tantamount to fee value.
6. The Perpetual Dredged Material Disposal Easement allows for the construction, operation and maintenance of a dredged material disposal area, including the right to construct dikes and deposit dredged material thereon, as well as other rights specified within the language of the estate.
7. This non-standard estate has been constructed in the same format as a standard estate. At this time, there is no standard estate for dredged material disposal. The non-standard estate contains language that is similar to that of the standard Borrow Easement and Temporary Work Area Easement. However, the non-standard estate is designed to accommodate the deposit of dredged material.
8. The non-standard estate allows for the Grantor to retain mineral rights, but restricts the use of surface for the purpose of drilling and extracting oil, gas and other minerals.

9. Similar non-standard Dredged Material Disposal Easement estates were previously approved in October 1990 for the Brunswick Harbor Project, in March 2000 for the CWPPRA, Marsh Island Hydraulic Restoration Project, and with approval of revised REP dated 19 July 2004 for the Buffalo Cove Pilot Management Unit feature of the Atchafalya Basin Floodway System, LA, project.
10. Enclosed is a written statement from Office of Counsel (MVN), indicating the legal sufficiency of the Non-Standard Estate.
11. Also enclosed 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.
12. Point of contact for this request is Ms. Karen Vance, Realty Specialist, CEMVN-RE-E, 504-862-1349.

Prepared by:

Karen Vance, Realty Specialist

Approved by:

Linda C. LaBure
Chief, Real Estate Division

PERPETUAL DREDGED MATERIAL DISPOSAL EASEMENT (Non-Standard Estate)

A perpetual and assignable right and easement in, on, over and across those lands described in Schedule A, for use by the Terrebonne Parish Consolidated Government, its representatives, agents and contractors, to construct, operate and maintain a dredged material disposal area on the land, including the right to construct dikes; to deposit dredged material thereon; to accomplish any alterations of contours on said land for the purpose of accommodating the deposit of dredged material as necessary in connection with such works; to borrow, excavate and remove soil, dirt and other materials, including dredged material, from said land; to undertake any management practice designed to enhance use of or extend the life of said land for the deposit of dredged material; to clear, cut, fell and remove any and all trees, timber, underbrush or other obstructions therefrom; and for such other purposes as may be required in connection with said works; provided that no structures for human habitation shall be constructed or maintained on the land, and that no other structures shall be constructed or maintained on the land except as may be approved in writing by the Terrebonne Parish Consolidated Government, or authorized representative, and no excavation shall be conducted and no landfill placed on the land without such approval as to the location and method of excavation and/or placement of landfill; subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the Grantors, (their heirs) (its successors) and assigns, all such rights and privileges as may be used and enjoyed without interfering with the use of the project for the purposes authorized by Congress or abridging the rights and easements herein conveyed *and expressly excepting and excluding from the taking all oil, gas and other minerals in and under said land and all appurtenant rights used in connection with the exploration, development, production and removal of said oil, gas and other minerals but without the right to enter upon or over the surface of said land for the purpose of drilling and extracting therefrom said oil, gas and other minerals.*

STATEMENT OF REVIEW AND APPROVAL
HOUMA NAVIGATION CANAL DEEPENING PROJECT
PERPETUAL DREDGED MATERIAL DISPOSAL EASEMENT
NON-STANDARD ESTATE

This is to certify that the Perpetual Dredged Material Disposal Easement,
a non-standard estate, has been reviewed and is legally sufficient for the
requirements of the above referenced project.


Marco Rosamano, Attorney-Advisor

2 - 2 - 2010
Date

HOUMA NAVIGATION CANAL DEEPENING PROJECT
REQUEST FOR APPROVAL
NON-STANDARD ESTATE
WETLAND CREATION AND RESTORATION EASEMENT

1. This is a request for approval of the non-standard Wetland Creation and Restoration Easement for the Houma Navigation Canal Deepening. A copy of the proposed estate is enclosed.
2. The project purpose and description is contained within the Real Estate Plan.
3. As stated in the Real Estate Plan, existing easements in the name of the Sponsor will be used over the existing channel for accomplishing the dredging necessary to deepen the HNC, and for placement of rock retention and foreshore protection structures along the banks. Disposal areas located adjacent to or nearby the HNC will be utilized for placement of the excavated material and for future maintenance of the channel. Retention dikes will be required within many of the disposal sites for containment of the dredged material. Maps of the disposal sites are included in the Real Estate Plan as Exhibit B.
4. There are 21 disposal areas in total. One 370-acre site is located within the navigable waters of Terrebonne Bay. Navigational servitude will be invoked in connection with utilizing this site. Of the remaining 20 sites, 503 acres are designated for mitigation for losses of fresh marsh. Mitigation sites will include 145 acres requiring ongoing maintenance, for which the recommended estate is Fee Excluding Minerals (With Restriction on Use of Surface). For the remaining 358 acres of mitigation sites which do not require ongoing maintenance, a non-standard Wetland Creation and Restoration Easement will be used for the project.
5. The purpose of depositing the dredged material in the designated disposal areas is to use the material beneficially to enhance existing marsh and to propagate the growth of marsh in waterbottoms. The project will entail depositing dredged material and constructing a dike to retain the material. There will be no vegetative plantings; the wetlands will generate naturally. The Wetland Creation and Restoration Easement provides all the necessary rights to protect the marsh that might grow in the project areas. The only potential use of the property, given its location and physical characteristics, is for recreation (fishing and hunting) and mineral development. Recreational uses will not impact the viability of the project. The Wetland Creation and Restoration Easement prohibits the use of the surface for mineral exploration without prior approval by the State of Louisiana. The cost of acquiring the Wetland Creation and Restoration Easement is less than the cost of acquiring Fee Excluding Minerals (with restrictions on use of the surface). Furthermore, the acquisition of a Wetland Creation and Restoration Easement allows the agency to follow the spirit of the 5th Amendment to the Constitution which generally requires that the real estate interests acquired by the Government be limited to those rights and interests that are minimally necessary to serve the Government's mission.
6. The Wetland Creation and Restoration Easement is based on the Perpetual Beach Nourishment Easement, which includes the following language:

“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 beach berm and appurtenances thereto, including the right to borrow and/or deposit fill.”

For the Wetlands Creation and Restoration Easement, the phrase “replace beach berm and appurtenances thereto” was removed and replaced with, “replace wetlands and associated coastal habitats”.

7. Additional language taken from the Perpetual Beach Nourishment Easement includes the following:
 - “to trim, cut, fell and remove therefrom trees, underbrush, obstructions, and any other vegetation, structures or obstacles within the limits of the easement”
 - “subject to existing easements for public roads and highways, public utilities, railroads and pipelines; 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;”
8. Language for this easement was also extracted from the Perpetual Beach Storm Damage Reduction Easement. The phrases used were:
 - “to accomplish any alterations of contours on said land; to plant vegetation on said land,” and
 - “to move, store and remove equipment and supplies.”
9. The standard Flowage Easement (Permanent Flooding) contains language which prohibits construction or maintenance of structures and excavation or placement of landfill. This language was used within the Wetlands Creation and Restoration Easement.
10. Additional language was added, including the right “to construct dikes and to install, alter, relocate, repair or plug cuts in the banks of dikes; to construct, operate and maintain pipelines for the purpose of dredge or spoil material transport and deposition”.
11. Additional language was added to prohibit trimming, cutting felling or removal of trees or other vegetation without approval.
12. The non-standard estate allows for the Grantor to retain mineral rights, but restricts the use of surface for the purpose of drilling and extracting oil, gas and other minerals.
13. A similar non-standard Wetland Creation and Restoration Easement was previously approved for the 2004 LCA Project Report.
14. Enclosed is a written statement from Office of Counsel (MVN), indicating the legal sufficiency of the Non-Standard Estate.
15. Also enclosed 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.

16. Point of contact for this request is Ms. Karen Vance, Realty Specialist, CEMVN-RE-E, 504-862-1349.

Prepared by:

Karen Vance, Realty Specialist

Approved by:

Linda C. LaBure
Chief, Real Estate Division

WETLAND CREATION AND RESTORATION EASEMENT
(based on the standard Perpetual Beach
Nourishment Easement and other standard estates)

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 wetlands and associated coastal habitats, including the right to borrow and/or deposit fill; to accomplish any alterations of contours on said land; to plant vegetation on said land; to excavate, dredge, cut away, and remove any or all of said land and to place thereon dredge or spoil material; to construct dikes and to install, alter, relocate, repair or plug cuts in the banks of dikes; to construct, operate and maintain pipelines for the purpose of dredge or spoil material transport and deposition; to move, store and remove equipment and supplies; to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the easement (excepting the structures now existing on the land, described as _____), provided that no other structures shall be constructed or maintained on the land except as may be approved in writing by the representative of the United States in charge of the project, that no excavation shall be conducted and no landfill placed on the land without such approval as to the location and method of excavation and/or placement of landfill, and that no trimming, cutting, felling or removal of trees, underbrush, and any other vegetation shall be conducted without such approval; the above estate is taken subject to existing easements for public roads and highways, public utilities, railroads and pipelines; 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; and expressly excepting and excluding all oil, gas and other minerals occurring naturally in liquid or gaseous form, in and under said land and all appurtenant rights for the exploration, development, production and removal of said oil, gas and other minerals occurring naturally in liquid or gaseous form, but without the right to enter upon or over the surface of said land for the purpose of exploration, development, production and removal therefrom of said oil, gas and other minerals occurring naturally in liquid or gaseous form.

STATEMENT OF REVIEW AND APPROVAL
HOUMA NAVIGATION CANAL DEEPENING PROJECT
WETLAND CREATION AND RESTORATION EASEMENT
NON-STANDARD ESTATE

This is to certify that the Wetland Creation and Restoration Easement, a non-standard estate, has been reviewed and is legally sufficient for the requirements of the above referenced project.


Marco Rosamano, Attorney-Advisor

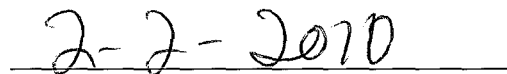

Date

EXHIBIT D

CHART OF ACCOUNTS

Note - for Full federal projects combine the costs listed as by LS and Review of LS into the line labelled BY Government						AMOUNT	CONTINGENCY	PROJECT COST
							ROUNDED	12,843,000
	TOTAL PROJECT COSTS					10,274,360	2,568,600	12,842,960
01	LANDS AND DAMAGES			CONTINGENCY	PROJECT COST	10,274,360	2,568,600	12,842,960
01B	ACQUISITIONS (includes cost of TOD(\$500), mapping(\$1,500), title search(\$2,500), negotiations(\$4,000))							
01B10	BY GOVERNMENT	0	0	0				
01B20	BY LOCAL SPONSOR (LS) \$9,500 per owner x 55 =	522,500	130,630	653,130				
01B30	BY GOVT ON BEHALF OF LS	0	0	0				
01B40	REVIEW OF LS \$5,500 per owner x 55 =	302,500	75,630	378,130				
01C	CONDEMNATIONS (this cost is incurred either by the Fed Gov or by the LS not both - estimate 1/3 of owners will be condemned) * Note this is in addition to the Negotiation costs-do not reduce the number of owners in acquisition by the number of owners in condemnation							
01C10	BY GOVERNMENT \$10,000 x 18	0	0	0				
01C20	BY LS \$10,000 x 18	0	0	0				
01C30	BY GOVT ON BEHALF OF LS	0	0	0				
01C40	REVIEW OF LS	0	0	0				
01E	APPRAISAL (cost of appraisal reports and review of reports)							
01E10	BY GOVT (IN HOUSE)	0	0	0				
01E20	BY GOVT (CONTRACT)	0	0	0				
01E30	BY LS Ask Appraiser for Guidance -- Wetland/Residential \$2,000 per owner - Commercial/Industrial \$6,000 \$2,000 per owner x 55	110,000	27,500	137,500				
01E40	BY GOVT ON BEHALF OF LS	0	0	0				
01E50	REVIEW OF LS \$1,750 per owner x 55 =	96,250	24,060	120,310				
01F	PL 91-646 ASSISTANCE							
01F10	BY GOVERNMENT	0	0	0				
01F20	BY LS Residential \$3,000 per owner -- Business \$6,000 per owner	0	0	0				
01F30	BY GOVT ON BEHALF OF LS	0	0	0				
01F40	REVIEW OF LS \$1,000 per owner	0	0	0				
01G	TEMPORARY PERMITS/LICENSES/RIGHTS-OF-ENTRY							
01G10	BY GOVERNMENT \$5,000 per owner x 3 =	15,000	3,750	18,750				
01G20	BY LS	0	0	0				
01G30	BY GOVT ON BEHALF OF LS	0	0	0				
01G40	REVIEW OF LS	0	0	0				
01G50	OTHER	0	0	0				
01G60	DAMAGE CLAIMS	0	0	0				
01N00	FACILITY/UTILITY RELOCATIONS (Subordination Agreement)	0	0	0				
01R	REAL ESTATE PAYMENTS							
01R1	LAND PAYMENTS (value from gross appraisal-- only fill in by Government OR by LS)							
01R1A	BY GOVERNMENT	0	0	0				
01R1B	BY LS	9,186,108	2,296,530	11,482,638				
	BY LS (Oyster Leases)	9,000	2,250	11,250				
01R1C	BY GOVT ON BEHALF OF LS	0	0	0				
01R1D	REVIEW OF LS	0	0	0				
01R2	PL 91-646 ASSISTANCE PAYMENTS (cost of moving personal property, residential differential payment, business re-establishment)							
01R2A	BY GOVERNMENT	0	0	0				
01R2B	BY LS	0	0	0				
01R2C	BY GOVT ON BEHALF OF LS	0	0	0				
01R2D	REVIEW OF LS	0	0	0				
01R3	DAMAGE PAYMENTS (this should not be filled in except SELA projects- if we expect damages should take an easement)							
01R3A	BY GOVERNMENT	0	0	0				
01R3B	BY LS	0	0	0				
01R3C	BY GOVT ON BEHALF OF LS	0	0	0				
01R3D	REVIEW OF LS	0	0	0				
01R9	OTHER	0	0	0				
01T	LERRD CREDITING							
01T20	ADMINISTRATIVE COSTS (By Gov't and L.S.) \$600 per owner x 55 =	33,000	8,250	41,250				

EXHIBIT E

ASSESSMENT OF NON-FEDERAL SPONSOR'S REAL ESTATE ACQUISITION CAPABILITY

**ASSESSMENT OF NON-FEDERAL SPONSOR'S
REAL ESTATE ACQUISITION CAPABILITY
STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION & DEVELOPMENT**

I. Legal Authority:

- a. Does the sponsor have legal authority to acquire and hold title to real property for project purposes? (yes/no)

Yes

- b. Does the sponsor have the power of eminent domain for this project? (yes/no)

Yes

- c. Does the sponsor have "quick-take" authority for this project? (yes/no)

No

- d. Are any of the lands/interests in land required for the project located outside the sponsor's political boundary (yes/no)

No

- e. Are any of the lands/interests in land required for the project owned by an entity whose property the sponsor cannot condemn? (yes/no)

No

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? (yes/no)

No

- b. If the answer to II.a. is "yes," has a reasonable plan been developed to provide such training? (yes/no)

NA

- c. Does the sponsor's in-house staff have sufficient real estate acquisition experience to meet its responsibilities for the project? (yes/no)

Yes

- d. Is the sponsor's projected in-house staffing level sufficient considering its other workload, if any, and the project schedule? (yes/no)

Yes

- e. Can the sponsor obtain contractor support, if required in a timely fashion? (yes/no)

Yes

- f. Will the sponsor likely request USACE assistance in acquiring real estate? (yes/no – If yes provide description)

Yes – The sponsors will request that the Corps acquire the real estate required for the deepening project, as well as perform or assure the performance of all relocations, on their behalf. Should any additional disposal areas be required in the future, they would be acquired as needed by the sponsor.

III. Other Project Variables:

- a. Will the sponsor's staff be located within reasonable proximity to the project site? (yes/no)

No

- b. Has the sponsor approved the project/real estate schedule/milestones? (yes/no)

Yes

IV. Overall Assessment:

- a. Has the sponsor performed satisfactorily on other USACE projects? (yes/no/not applicable)

Yes

- b. With regard to this project, the sponsor is anticipated to be: highly capable/fully capable/moderately capable/marginally capable/insufficiently capable. (If sponsor is believed to be “insufficiently capable,” provide explanation.)

Moderately Capable

V. Coordination:

- a. Has this assessment been coordinated with the sponsor? (yes/no)

Yes

b. Does the sponsor concur with this assessment? (yes/no)

Yes

2-2-10
Date

Prepared by:

Karen Vance
Karen Vance
Realty Specialist

2-2-2010
Date

Reviewed by:

Marco Rosamano
Marco Rosamano
Attorney - Advisor

Date

Approved by:

Linda C. LaBure
Chief, Real Estate Division

**ASSESSMENT OF NON-FEDERAL SPONSOR'S
REAL ESTATE ACQUISITION CAPABILITY
TERREBONNE PARISH GOVERNMENT**

I. Legal Authority:

- a. Does the sponsor have legal authority to acquire and hold title to real property for project purposes? (yes/no)

Yes

- b. Does the sponsor have the power of eminent domain for this project? (yes/no)

Yes

- c. Does the sponsor have "quick-take" authority for this project? (yes/no)

No

- d. Are any of the lands/interests in land required for the project located outside the sponsor's political boundary (yes/no)

No

- e. Are any of the lands/interests in land required for the project owned by an entity whose property the sponsor cannot condemn? (yes/no)

No

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? (yes/no)

No

- b. If the answer to II.a. is "yes," has a reasonable plan been developed to provide such training? (yes/no)

NA

- c. Does the sponsor's in-house staff have sufficient real estate acquisition experience to meet its responsibilities for the project? (yes/no)

Yes

- d. Is the sponsor's projected in-house staffing level sufficient considering its other workload, if any, and the project schedule? (yes/no)

No

- e. Can the sponsor obtain contractor support, if required in a timely fashion? (yes/no)

Yes

- f. Will the sponsor likely request USACE assistance in acquiring real estate? (yes/no – If yes provide description)

Yes – The sponsors will request that the Corps acquire the real estate required for the deepening project, as well as perform or assure the performance of all relocations, on their behalf. Should any additional disposal areas be required in the future, they would be acquired as needed by the sponsor.

III. Other Project Variables:

- a. Will the sponsor's staff be located within reasonable proximity to the project site? (yes/no)

Yes

- b. Has the sponsor approved the project/real estate schedule/milestones? (yes/no)

Yes

IV. Overall Assessment:

- a. Has the sponsor performed satisfactorily on other USACE projects? (yes/no/not applicable)

Yes

- b. With regard to this project, the sponsor is anticipated to be: highly capable/fully capable/moderately capable/marginally capable/insufficiently capable. (If sponsor is believed to be “insufficiently capable,” provide explanation.)

Moderately Capable

V. Coordination:

- a. Has this assessment been coordinated with the sponsor? (yes/no)

Yes

b. Does the sponsor concur with this assessment? (yes/no)

Yes

2-2-10
Date

Prepared by:

Karen Vance
Karen Vance
Realty Specialist

2-2-2010
Date

Reviewed by:

Marco Rosamano
Marco Rosamano
Attorney - Advisor

Approved by:

Date

Linda C. LaBure
Chief, Real Estate Division

**ASSESSMENT OF NON-FEDERAL SPONSOR'S
REAL ESTATE ACQUISITION CAPABILITY
TERREBONNE PORT COMMISSION**

I. Legal Authority:

- a. Does the sponsor have legal authority to acquire and hold title to real property for project purposes? (yes/no)

Yes

- b. Does the sponsor have the power of eminent domain for this project? (yes/no)

Yes

- c. Does the sponsor have "quick-take" authority for this project? (yes/no)

No

- d. Are any of the lands/interests in land required for the project located outside the sponsor's political boundary (yes/no)

No

- e. Are any of the lands/interests in land required for the project owned by an entity whose property the sponsor cannot condemn? (yes/no)

No

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? (yes/no)

No

- b. If the answer to II.a. is "yes," has a reasonable plan been developed to provide such training? (yes/no)

NA

- c. Does the sponsor's in-house staff have sufficient real estate acquisition experience to meet its responsibilities for the project? (yes/no)

Yes

- d. Is the sponsor's projected in-house staffing level sufficient considering its other workload, if any, and the project schedule? (yes/no)

No

- e. Can the sponsor obtain contractor support, if required in a timely fashion? (yes/no)

Yes

- f. Will the sponsor likely request USACE assistance in acquiring real estate? (yes/no – If yes provide description)

Yes – The sponsors will request that the Corps acquire the real estate required for the deepening project, as well as perform or assure the performance of all relocations, on their behalf. Should any additional disposal areas be required in the future, they would be acquired as needed by the sponsor.

III. Other Project Variables:

- a. Will the sponsor's staff be located within reasonable proximity to the project site? (yes/no)

Yes

- b. Has the sponsor approved the project/real estate schedule/milestones? (yes/no)

Yes

IV. Overall Assessment:

- a. Has the sponsor performed satisfactorily on other USACE projects? (yes/no/not applicable)

Yes – The Sponsor has acquired disposal sites in connection with maintenance dredging of the existing channel.

- b. With regard to this project, the sponsor is anticipated to be: highly capable/fully capable/moderately capable/marginally capable/insufficiently capable. (If sponsor is believed to be “insufficiently capable,” provide explanation.)

Moderately Capable

V. Coordination:

- a. Has this assessment been coordinated with the sponsor? (yes/no)

Yes

b. Does the sponsor concur with this assessment? (yes/no)

Yes

2-2-10
Date

Prepared by:

Karen Vance
Karen Vance
Realty Specialist

2-2-2010
Date

Reviewed by:

Marco Rosamano
Marco Rosamano
Attorney - Advisor

Approved by:

Date

Linda C. LaBure
Chief, Real Estate Division