

CONTRACT AND GRANT OF PERMANENT EASEMENT

PROJECT_____ **COUNTY**_____ **PARCEL NO.**_____

THIS CONTRACT AND GRANT OF PERMANENT EASEMENT made this _____ day of _____, 19____, entered into by _____, hereinafter referred to as the Grantor, and _____, hereinafter referred to as the Grantee,

WITNESSETH:

The following grant and the following mutual covenants by and between the parties:

1. For the consideration herein expressed and as complete consideration for the grant of permanent easement, the Grantee agrees to pay the Grantor the sum of _____ dollars (\$_____), lawful money, and Grantor hereby grants to the Grantee, the following:

PERMANENT DREDGED MATERIAL PLACEMENT EASEMENT.

A permanent easement and right-of-way in, on, over and across Tract No. W-218 as a dredged material placement site, including the right to borrow, remove, and/or deposit fill, spoil and waste material thereon and erect and remove structures and dikes on the land and to perform any other work necessary and incident to the placement of dredged material, and maintenance of the dredged material placement site, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

which is located over and across the real property hereinafter described as:

Upper Boulanger: An island located in the W2 of Lot 4 Sec. 5 and S2 of Lot 1 Sec. 6 T. 26 N., R. 21. W, fourth principal meridian, Washington County, Minnesota, containing 9.3 acres, more or less.

Lower Boulanger: An island located in Lot 3 Sec. 5, T. 26 N., R. 21 W., fourth principal meridian, Washington County, Minnesota, containing 17.7 acres, more or less.

Said rights are required for use in the construction, operation, and maintenance of a dredged material placement site on the above-described land as provided for by the Law; and

2. The following mutually agreed upon special conditions are made a binding part of this grant of easement:

a. Removal of dredged material from the islands will commence in 1999. The islands will be excavated to an approximate 30-foot depth.

b. Future dredged material placement sites and activities will be coordinated with Grantor, its successors and assigns, as permits are obtained.

Also, the following grant and the following mutual covenants by and between the parties:

1. For the consideration herein expressed and as complete consideration for the grant of temporary easement, the Grantee agrees to pay the Grantor the sum of _____ dollars (\$_____), lawful money, and Grantor hereby grants to the Grantee for a period not to exceed two (2) years from the date of this contract to use and occupy the following described land:

Said grant shall include:

TEMPORARY WORK/BORROW AREA EASEMENT

A temporary easement and right-of-way in, on, over and across the land described in Schedule A) for a period not to exceed two (2) years, beginning with date possession of the land is granted to the United States, for use by the United States, its representatives, agents, and contractors as a borrow area/work area, including the right to borrow and/or deposit fill, spoil and waste material thereon and move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Lower Pool 2 Dredged Material Placement Site, 9-Foot Navigational Channel, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

Said rights are required for use in the construction, operation, and maintenance of a dredged material placement site on the above-described project as provided for by the Law; and

2. The following mutually agreed upon special conditions are made a binding part of this grant of easement:

a. The Grantor would retain ownership of the dredged material.

c. The Grantee will have the temporary right to use an above-ground pipeline to transport dredged material from the river islands to the gravel pit, construct a coffer dam, and place the dredged material in the gravel pit. PAS would own the dredged material.

3. This grant of easement includes the right of ingress and egress to and from the said land for any and all purposes necessary and incident to the exercise by the Grantee of the rights granted by this conveyance. The grant of easement also includes the right to enter upon the above described parcel at any time for the purpose described above.

4. It is a condition precedent to the payment to the Grantor of the sum named herein that the title to the premises described herein shall be vested in the Grantor, subject only to the interest of the Grantee hereunder, and to such other defects, interests, or encumbrances as may be waived in writing by the Grantee.

5. The terms and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, devisees, successors, trustees, or assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this day and year first above written.

Grantor-

Grantor-

Title _____

ACKNOWLEDGEMENT

STATE OF)
) SS
COUNTY OF)

Be it remembered that on the ___ day of _____, 19___, before me, a Notary Public within and for said County and State, personally appeared _____

_____ ,
known to me to be the person(s) who is/are described in, and who executed the within and foregoing instrument, and acknowledged to me that he/she/they executed the same.

(SEAL)

Notary Public
My Commission Expires _____

3. This grant of easement includes the right of ingress and egress to and from the said land for any and all purposes necessary and incident to the exercise by the Grantee of the rights granted by

this conveyance. The grant of easement also includes the right to enter upon the above described parcel at any time for the purpose described above.

4. The grant of easement herein contained shall be perpetual so long as said land is required for the aforementioned purposes and shall be subject to existing rights-of-way of any nature whatsoever of record and in use. The Grantor shall not interfere with nor disturb the facilities constructed upon the permanent easement area without the written approval of the Grantee.

5. It is a condition precedent to the payment to the Grantor of the sum named herein that the title to the premises described herein shall be vested in the Grantor, subject only to the interest of the Grantee hereunder, and to such other defects, interests, or encumbrances as may be waived in writing by the Grantee.

6. The terms and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, devisees, successors, trustees, or assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this day and year first above written.

Grantor-

Grantor-

Title _____

ACKNOWLEDGEMENT

STATE OF)
) SS
COUNTY OF)

Be it remembered that on the ___ day of _____, 19___, before me, a Notary Public within and for said County and State, personally appeared _____,
_____.

known to me to be the person(s) who is/are described in, and who executed the within and foregoing instrument, and acknowledged to me that he/she/they executed the same.

(SEAL)

Notary Public
My Commission Expires _____

WARRANTY DEED

This indenture is made this ____ day of _____, 19 ____, by and between
____ name _____, a (single, married, etc.) Grantor, ____ city _____, ____ state _____, and
____ Sponsor _____, and its assigns, Grantee, ____ Sponsor's address, city, state, zip code _____;

Witnesseth, that Grantor, in consideration of the sum of _____
_____ DOLLARS (\$ _____.00), receipt whereof is hereby
acknowledged, hereby conveys and warrants to the Grantee the following real property located in
_____ County, _____, and more particularly described as follows:

(legal description)

This deed also conveys all right, title and interest of the Grantor in and to any alleys, streets,
ways, strips, or gores abutting or adjoining the land.

Grantor knows of no wells located on the property. (Minnesota only.)

In testimony whereof, the Grantor has executed this instrument as of the day and year first
above written.

Grantor-

Grantor-

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 19 ____,
by _____, Grantor.

(SEAL)

Notary Public

Flood Control Project

EASEMENT

This indenture is made between _____ name _____, hereinafter called Grantor, whether one or more, and _____ Sponsor _____, a municipal corporation of the State of _____, Grantee.

Witnesseth that Grantor, in consideration of the sum of _____ DOLLARS (\$ _____), receipt hereof is hereby acknowledged, hereby conveys and warrants to the Grantee the rights and easements in real property located in _____ County, _____, as set forth in Exhibit ___ attached hereto, over, upon, and across the property set forth therein.

This deed is exempt from taxation pursuant to M.S.A. Section 287. (Minnesota only.)

In testimony whereof, Grantor has executed this instrument this _____ day of _____, 19____.

Grantor-

Grantor-

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____, Grantor.

Notary Public

This instrument was drafted by:

REPORT OF CONTACTS

PROJECT: _____

TRACT NO.: _____

NAME & ADDRESS OF OWNER:

TELEPHONE NO.:

INTEREST

ACREAGE

APPRAISED VALUE

FEE

PERMANENT EASEMENT

TEMPORARY EASEMENT

SEVERANCE DAMAGE

TOTAL

NARRATIVE:

(date)

|

(LETTERHEAD)

OFFER TO PURCHASE
STATEMENT OF COMPENSATION

Dear _____:

It is necessary for the _____ *Sponsor* to acquire from you the following real property for use in connection with the _____ *project* Project:

Fee:	_____ acres = \$ _____
Permanent Easement:	_____ acres = \$ _____
Temporary Easement:	_____ acres = \$ _____
Severance Damages:	= \$ _____

TOTAL = \$ _____

This land is part of a _____-acre tract and is identified in our records as Parcel Number(s) _____.

A legal description and map of the property are enclosed.

In compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, we are advising you that \$ _____ has been established as the estimated fair market value for the required interests. This amount is based upon and is not less than our approved appraisal of the fair market value of the land. Fair market value has been judicially defined as the price the property would bring in a sale between a willing seller and a willing buyer, neither being obligated to act. Our appraisal was made by a qualified real estate appraiser using standard, nationally accepted valuation techniques recognized by authorities in the appraisal field and taking into consideration the value of the land, its location and its highest and best use, as well as any improvements on the land. Any increase or decrease in the fair market value caused by the project has been disregarded.

The appraiser found the subject property to be utilized as _____.
The highest and best use of the subject property is _____.

The basic approaches to value considered by the appraiser were market data, income, and cost. Primary reliance was placed on the market approach, which includes prices at which similar land has sold recently. In making the appraisal, land sales similar to your property, which were

sold within the past ___ years, were used for comparison. These sales were adjusted on the basis of such

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factors as location, size, topography, and utility. The appraisal has been reviewed by a qualified review appraiser with many years of experience in evaluating real estate. The review disclosed that the reasoning processes applied by the appraiser led to an orderly, well-documented conclusion of the market value and that the appraisal provided a sound basis for establishing the amount estimated as just compensation for the required interest.

A. Items considered property of the owner that maybe retained for their salvage value are as follows:

B. Items considered property of the tenant or lessee that may be retained for their salvage value are as follows:

Information about how your property was appraised, how it will be acquired, your rights should you feel you are unable to accept this offer, and other incidental payments you may be entitled to are addressed in a brochure which our representative will deliver with this offer. The representative who delivers this offer will also explain the procedures discussed in this letter and answer questions you may have about the acquisition of your property for this project.

The Sponsor will exert its best efforts to lessen the impact upon you as a result of this acquisition. If you have any questions, please call _____ at _____.

Sincerely,

Sponsor

AGREEMENT TO PURCHASE REAL ESTATE

Project:
Tract No.:
Owner:

The undersigned, hereinafter called Seller, whether one or more, in consideration of the following mutual covenants, hereby agrees to sell and convey to Sponsor, hereinafter called the Sponsor,

[fee simple title to the land described as Tract No. ____ in the attached Exhibit "A".]

[the easement set forth in the attached Exhibit "B" in, on, over and across the land described as Tract No. ____ in the attached Exhibit "A".]

The terms and conditions of this Agreement are as follows:

1. Seller agrees that Sponsor may accept this Agreement by delivering or mailing a fully executed copy of this Agreement to Seller at the address stated below within 90 days from the date Seller signs this Agreement.

2. Seller agrees to deliver to the Sponsor at closing a general warranty deed conveying good and sufficient title to the property, free and clear from all liens and encumbrances, subject only to existing easements for public roads, public utilities, railroads, and pipelines, and containing only the following exceptions:

3. The Sponsor agrees to pay to the Seller at closing the sum of _____ (\$_____.00) for the property.

4. The Sponsor will schedule a closing approximately ___ days after acceptance of this Agreement, and after approval of Seller's title. Seller agrees to obtain and record any curative evidence of title as may be required by the Sponsor. The Sponsor will prepare and record the warranty deed at its expense.

5. Seller agrees to satisfy of record, at or before closing, all encumbrances and special assessments which are a lien against the land, and pay the pro rata portion of all taxes on the property which are allocable to the period prior to the date of closing. If seller fails to do so, the Sponsor may pay any taxes, assessments, and encumbrances which are a lien against the land and deduct such amount from the purchase price.

6. Seller agrees that loss or damage to the property by fire or acts of God shall be at Seller's risk until title to the land has been accepted by the Sponsor or until the right of occupancy set forth in paragraph 8 has been exercised by the Sponsor. If any such damage occurs, the Sponsor, at its option, may refuse to accept conveyance of the title, or may elect to accept conveyance of title, in which case there shall be an equitable adjustment of the purchase price.

7. Seller agrees that the Sponsor may, notwithstanding the prior acceptance of this Agreement, acquire title to the land by condemnation. If this should occur, Seller agrees to fully cooperate in the proceedings; agrees that the consideration set forth in paragraph 3 shall be the full amount of just compensation, inclusive of interest; agrees that said consideration shall be pro rated among all persons having an interest in the property as their respective interest may appear; and agrees that said consideration shall also be full compensation for any occupancy of the property under paragraph 8.

8. Seller hereby grants to the Sponsor, without further consideration, the right of immediate occupancy and use of the land at any time after acceptance of this Agreement by the Sponsor.

9. The spouse of any Seller, by signing below, agrees to join in any deed and to sign any instrument necessary to convey good and sufficient title to the Sponsor.

10. Seller represents, and it is a condition of acceptance of this offer, that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to or share any part of this Agreement, or to any benefits that may arise therefrom; however, this provision shall not extend to any agreement with a corporation for its general benefit.

11. This Agreement shall bind the heirs, executors, administrators, successors, and assigns of the parties.

12. All the terms and conditions of this Agreement are contained herein. Seller agrees that there are no representations made by a representative of the Sponsor with respect to this Agreement which are not contained herein.

SELLERS:

Date: _____

Date: _____

Address of Seller: _____

ACCEPTANCE BY SPONSOR

This Agreement is hereby accepted for and on behalf of the Sponsor.

Date: _____

Title: _____

**SUGGESTED FORM OF CONTRACT
FOR APPRAISAL REPORTS FOR LOCAL PROJECTS**

This Contract is made and entered into this ____ day of _____, 19__, by and between _____, hereinafter called the Sponsor, and _____, hereinafter called the Contractor, which is located at _____,

WITNESSETH:

WHEREAS, the Sponsor has entered into a Project Cooperation Agreement, hereinafter called the PCA, with the United States of America, hereinafter called the Government, under which a civil works project will be constructed by the U.S. Army Corps of Engineers, hereinafter called COE, in cooperation with the Sponsor; and

WHEREAS, pursuant to the PCA it is the responsibility of the Sponsor to obtain appraisals for all interests in real property required for the project, and it is the responsibility of the COE to review said appraisals; and

WHEREAS, the Contractor has been retained for the purpose of furnishing to the Sponsor appraisal reports covering the real property described in this Contract.

NOW, THEREFORE, the parties mutually agree as follows:

1. Preparation and Review of Appraisal Reports.

a. The Contractor shall prepare, furnish, and deliver to the Sponsor appraisal reports covering the tracts of real property described in Schedule A attached to this Contract.

b. The Contractor will abide by the contiguity of the ownership and unity of use guidelines.

c. In accordance with Public Law 91-646 (1970), as amended, the Contractor shall contact the owner and give the owner, or his designated representative, an opportunity to accompany the appraiser during the inspection of the owner's property.

d. After the appraisal report is delivered to the Sponsor, it will be reviewed by a COE Review Appraiser. If requested by the Review Appraiser, the Contractor shall discuss the appraisal reports with the Review Appraiser, clarify or supplement any appraisals reports as necessary, and cooperate with the review process. Any discussions, clarifications, and supplements required by the review process shall be performed by the Contractor at no additional cost to the Sponsor, unless they are caused by changes in the project plans.

e. For lands valued at \$2,500 or less, the appraisal report may consist of a brief narrative report of four pages or less and containing at least three comparable sales.

2. Contents of Appraisal Reports.

a. The appraisal reports shall be narrative and shall conform to all applicable requirements contained in the pamphlet entitled "Uniform Appraisal Standards for Federal Land Acquisitions," Interagency Land Acquisition Conference, 1992; and those contained in the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" (Title III of Public Law 91-646), as amended.

b. The reports shall be in an 8 1/2" by 11" format.

c. The Contractor shall furnish four copies of each report to the Sponsor.

d. The appraisal report shall be organized as set forth in Section B of "Uniform Appraisal Standards for Federal Land Acquisitions." The appraisal report shall contain all of the items set forth in said Section B, unless inclusion is inappropriate, inapplicable, or impossible, and the report so indicates.

3. Delivery.

a. Time being of the essence, the Contractor shall deliver to the Sponsor all the completed reports on the following schedule:

- Tracts _____, or before _____;
- Tracts _____, on or before _____;
- Tracts _____, on or before _____;
- Tracts _____, on or before _____.

b. If the Contractor should not complete all appraisals required for the project described above by the delivery date, the Contractor shall pay the Sponsor \$500 per day liquidated damages.

4. Testimony at Judicial Proceedings. At the request of the Sponsor, the Contractor agrees to furnish testimony as to the value of the property on which appraisal reports were furnished in any judicial proceeding, including attendance at conferences preliminary to trial, and testimony at trial.

5. Payment.

a. Upon performance of the obligations under this Contract, the Contractor shall be paid the amount bid for each appraisal report as set forth on the attached Schedule A. This shall constitute full payment to the Contractor and shall include costs of all supplies, material, and equipment; all discussions, clarifications, and supplements required by the COE Review Appraiser; and all other expenses incurred by the Contractor in performance of this Contract. Payment shall be due upon the completion of review and acceptance by the COE Review Appraiser and upon presentation of invoices to the Sponsor.

b. For testimony in a judicial proceeding and attendance at conferences preliminary to trial, the Contractor shall be paid \$_____ per hour.

c. For appraisal revisions caused by changes in plats, descriptions, or estates or for updating reports when requested, the Contractor shall be paid \$_____ per appraisal.

6. Termination.

a. If the Contractor does not perform pursuant to this Contract and specifically if the Contractor fails to deliver completed appraisal reports on the schedule set forth in Paragraph 3 above, the Sponsor may terminate this Contract upon written notice to the Contractor. If this Contract is terminated pursuant to this section, the Contractor shall be due payment only for those appraisal reports which were received by the Sponsor before the Contractor receives said notice and were found to be acceptable by the COE Review Appraiser.

b. The Sponsor may terminate this Contract for its convenience at any time by written notice to the Contractor. Unless the notice directs otherwise, the Contractor shall immediately discontinue all work and services. If the Contract is terminated pursuant to this section, the Sponsor will pay the Contractor for all work done by the Contractor which is turned over to the Sponsor.

7. Changes. The Sponsor may at any time, by a written order, make any changes within the general scope of this Contract which may either increase or decrease the work and services hereunder. If such change causes an increase or decrease in the cost of or the time required for performance of this Contract, an equitable adjustment shall be made and the Contract shall be modified in writing accordingly.

8. Confidentiality. All information contained in the appraisal reports shall be strictly confidential. The Contractor shall not divulge any information concerning such appraisal reports to any person other than authorized representatives of the Sponsor and the COE.

9. Disputes. Before any party to this Contract may bring suit in any court concerning an issue relating to this Contract, such party must first seek in good faith to resolve the issue through

negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to the parties.

10. Federal and State Laws. The Contractor agrees to comply with all applicable Federal and State laws and regulations, including Section 601 of Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and Department of Defense Directive 5500.II issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, as well as Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the U.S. Army Corps of Engineers."

11. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

12. Covenant Against Contingent Fees. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government or the Sponsor shall have the right to annul this Contract without liability or, in its discretion, to add to the Contract, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

CONTRACTOR

SPONSOR

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

DONATION APPRAISAL WAIVER

Project Name: _____

Owners Name: _____

Address: _____

LEGAL DESCRIPTION: _____

I/We, _____, understand our right to an appraisal of the property necessary for _____ *Sponsor* to construct flood control facilities. I/We wish to waive the right to an appraisal and accept the compensation as offered by the _____ *Sponsor*.

I/We, _____, understand that I/we have the right of an appraisal and compensation based on that appraisal for the property necessary for _____ *Sponsor* to construct facilities in association with the _____ *project*. I/We wish to waive the right to an appraisal and also wish to donate the property with no compensation.

Owner-

Date

Owner-

HIGHEST AND BEST USE

Highest and best use is defined by "Real Estate Appraisal Terminology" as follows:

"That reasonable and probable use that supports the highest present value, as defined, as of the effective date of the appraisal.

Alternatively, that use, from among reasonably probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in highest land value.

The definition immediately above applies specifically to the highest and best use of land. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use."

In my opinion, the highest and best use of the subject land (assuming it is unimproved) is as a single family site with the balance of the land either operated as a hobby farm or rented out to a commercial farmer. My reasons for this are that these uses are permissible under the zoning ordinance and that there is substantial demand for a residential use because of the subject's location on the west side of the Lake Minnetonka area residential districts.

The highest and best use of the buildings is a difficult question. The subject is being operated as a fire training center and for boat storage, while a similar nearby facility is reportedly being operated as a munitions factory.

Because of the number and peculiar character of the buildings, and because the Western Fire and Training Association has apparently made use of as much of the improvements as can reasonably be expected, it has been concluded that this is the highest and best use.

This, of course, presumes that no military use is feasible. It also assumes that, after the acquisition, the Corps of Engineers will not establish a use on the acquired property which will be detrimental to the continued "fire training" use of the property.

Of course, a fire training use cannot generate value of a magnitude that a military use might for the improvements. However, since military use reportedly is longer feasible, and since I am not aware of a use which will generate any more value than a fire training center, this is the highest and best use of the improvements, in my opinion.

Since there is considerable improvements value in excess of land value, the highest and best use for the whole property is as a fire training center.

INFORMAL VALUE ESTIMATE
((\$2,500 or Less))

1. Project Name:
2. Tract Number:
3. Owner Name:
4. Owner Address:
5. Property Location:
6. Neighborhood Description:
7. Property Description (describe land and improvements being valued; show units of measurement being used (square feet or acres):\
8. Estate owned/being valued:
9. Basis/support for value of subject property:

10. Remarks or additional explanation:

11. Conclusion: My opinion of the fair market value for the subject property interest as of _____ is \$ _____ .
(Date)

I certify that I have no personal interest, present or prospective, in the property or with the owners thereof. The value reported represents my best unbiased judgment.

Date: _____ Signature _____

To be completed by Corps of Engineers	
CONCUR	_____
_Date: _____	Signature and title

Attach photographs, maps, sales information, and other pertinent documentation

APPRAISAL WAIVER

I understand Sponsor must acquire an easement on my/our property located in the _____ of Section _____, Township _____, Range _____, _____ County, _____. I/We waive the right to have an appraisal made of the property to determine the fair market value of the easement. I/We have been fully informed by the Sponsor of the right to an appraisal and the right to receive just compensation for such property as outlined in Public law 91-646, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. I/We understand that the Sponsor is responsible for assuring that an appraisal of the property is obtained unless the owner releases the Sponsor from such obligation.

Date: _____

Owner-

Date: _____

Owner-

INFORMAL VALUE ESTIMATES

When a valuation problem is uncomplicated and the fair market value is estimated at \$2,500 or less based on a review of available data, an appraisal may not be necessary. Informal value estimates can be considered for efficiency and used when considered to be in the best interest of the Government. This procedure may also be utilized by non-Federal sponsors for cost-shared projects pursuant to Project Cooperation Agreements.

Caution should be exercised in using this procedure because credibility may be lost with the owner if a formal appraisal is requested and the estimated value is different than the initial offer based on the informal value estimates. Informal value estimates are not considered suitable for filing in condemnation. Tracts requiring condemnation will require formal appraisals.

The required documentation must then be completed on each ownership identified. For tracts to be acquired, a cursory inspection will be accomplished by the person signing the report.

At the time of the initial contact with the owner, the negotiator must advise the property owner that the offer being presented is based on an informal value estimate and not based on an appraisal. Other requirements of Public Law 91-646 do apply to valuations of \$2,500 or less.

The required minimum information outlined in the attached form must be documented in the files. Additional supporting data may be attached as necessary.

14. BORROW EASEMENT.

A perpetual and assignable right and easement to clear, borrow, excavate and remove soil, dirt, and other materials from (the land described in Schedule A) (Tracts Nos. __, __ and __); 7/ subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges in said land as may be used without interfering with or abridging the rights and easement hereby acquired.

7/ This easement estate may be limited as to time, depending upon project requirements.

TEMPORARY WORK/BORROW AREA EASEMENT

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

8. CHANNEL IMPROVEMENT EASEMENT.

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

10. DRAINAGE DITCH EASEMENT.

A perpetual and assignable easement and right-of-way in, over and across (the land described in Schedule A) (Tracts Nos. __, __ and __) to construct, maintain, repair, operate, patrol and replace a drainage ditch, reserving, however, to the owners, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

16. TEMPORARY EASEMENT FOR EXPLORATION.

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

18. EXTINGUISHMENT OF RIGHT IN CEMETERY OR EXTINGUISHMENT OF MINERAL RIGHTS.

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

2. FEE EXCEPTING AND SUBORDINATING SUBSURFACE MINERALS.

The fee simple title to (the land described in Schedule A) (Tracts Nos. __, __ and __), subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines; excepting and excluding from the taking all (coal) (oil and gas) in and under said land and all appurtenant rights used in connection with the exploration, development, production and removal of said (coal) (oil and gas), including any existing structures and improvements; provided, however, that the said (coal) (oil and gas) and appurtenant rights so excepted and excluded are hereby subordinated to the prior right of the United States to flood and submerge the land as may be necessary in the construction, operation and maintenance of the project; provided further that any exploration or development of said (coal) (oil and gas) in and under said land shall be subject to Federal and State laws with respect to pollution of waters of the reservoir, and provided that the type and location of any structure, improvement and appurtenance thereto now existing or to be erected or constructed on said land in connection with the exploration and/or development of said (coal) (oil and gas) shall be subject to the prior written approval of the District Engineer, U.S. Army Engineer District, or his duly authorized representative. 2/

2/ Where an outstanding interest in the subsurface mineral estate is part of a block ownership which is to be excluded from the taking in accordance with paragraph 5-28g(2), the following clause will be added: "excepting and excluding from the taking all interests in the (coal) (oil and gas) which are outstanding in parties other than the surface owners and all appurtenant rights for the exploration, development and removal of said (coal) (oil and gas) so excluded."

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

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

3. 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 therefrom said (coal) (oil and gas).

6. FLOWAGE EASEMENT (Occasional Flooding).

The perpetual right, power, privilege and easement occasionally to overflow, flood and submerge (the land described in Schedule A) (Tracts Nos. __, __ and __) (and to maintain mosquito control) in connection with the operation and maintenance of the _____ project as authorized by the Act of Congress approved _____, together with all right, title and interest in and to the structures and improvements now situate on the land, excepting fencing (and also excepting _____ (here identify those structures not designed for human habitation which the District Engineer determines may remain on the land)) 4/; provided that no structures for human habitation shall be constructed or maintained on the land, that no other structures shall be constructed or maintained on the land except as may be approved in writing by the representative of the United States in charge of the project, and that no excavation shall be conducted and no landfill placed on the land without such approval as to the location and method of excavation and/or placement of landfill; 3/ the above estate is taken subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used and enjoyed without interfering with the use of the project for the purposes authorized by Congress or abridging the rights and easement hereby acquired; provided further that any use of the land shall be subject to Federal and State laws with respect to pollution.

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

4/ Where substantial residential structures exist in areas subject to very infrequent flooding, and will not interfere with project operations, the following clause may be substituted "(and also excepting the structure(s) now existing on the land, described as _____, which may be maintained on the land provided that no portion of the structure(s) located below elevation ___ feet, mean sea level, shall be utilized for human habitation to the extent that sleeping accommodations will be maintained therein)". The next clause would then be modified to read, "provided that no other structures for....."

5. FLOWAGE EASEMENT (Permanent Flooding).

The perpetual right, power, privilege and easement permanently to overflow, flood and submerge (the land described in Schedule A) (Tracts Nos. __, __ and __) (and to maintain mosquito control) in connection with the operation and maintenance of the _____ project as authorized by the Act of Congress approved _____, and the continuing right to clear and remove any brush, debris and natural obstructions which, in the opinion of the representative of the United States in charge of the project, may be detrimental to the project, together with all right, title and interest in and to the timber, structures and improvements situate on the land (excepting _____ (here identify those structures not designed for human habitation which the District Engineer determines may remain on the land)); provided that no structures for human habitation shall be constructed or maintained on the land, that no other structures shall be constructed or maintained on the land except as may be approved in writing by the representative of the United States in charge of the project, and that no excavation shall be conducted and no landfill placed on the land without such approval as to the location and method of excavation and/or placement of landfill; 3/ the above estate is taken subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used and enjoyed without interfering with the use of the project for the purposes authorized by Congress or abridging the rights and easement hereby acquired; provided further that any use of the land shall be subject to Federal and State laws with respect to pollution.

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

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

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

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

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

Together with all right, title and interest in and to the structures and improvements now situated on the land, except fencing above elevation _____ (and also excepting _____ (here identify those structures not designed for human habitation which the District Engineer determines may remain on the land)) ^{4/} provided that no structures for human habitation shall be constructed or maintained on the land, that no other structures shall be constructed or maintained on the land except as may be approved in writing by the representative of the United States in charge of the project, and that no excavation shall be conducted and no landfill placed on the land without such approval as to the location and method of excavation and/or placement of landfill; ^{3/} the above estate is taken subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used and enjoyed without interfering with the use of the project for the purposes authorized by Congress or abridging the rights and easement hereby acquired; provided further that any use of the land shall be subject to Federal and State laws with respect to pollution.

^{4/} Where substantial residential structures exist in areas subject to very infrequent flooding, and will not interfere with project operations, the following clause may be substituted "(and also excepting the structure(s) now existing on the land, described as _____, which may be maintained on the land provided that no portion of the structure(s) located below elevation ___ feet, mean sea level, shall be utilized for human habitation to the extent that sleeping accommodations will be maintained therein)". The next clause would then be modified to read, "provided that no other structures for....."

^{3/} If sand and gravel or other quarriable material is in the easement area and the excavation thereof will not interfere with the operation of the project, the following clause will be added: "excepting that excavation for the purpose of quarrying (sand) (gravel) (etc.) shall be permitted subject only to such approval as to the placement of overburden, if any, in connection with such

excavation;"

17. LEASEHOLD ESTATE.

A term for years ending _____, 19__, extendible for yearly periods thereafter, at the election of the United States, until _____, 19__, notice of which election shall be filed in the proceeding at least thirty (30) days prior to the end of the term hereby taken, or subsequent extensions thereof, together with the right to remove, within a reasonable time after the expiration of the term taken, or any extension thereof, any and all improvements and structures heretofore or hereafter placed thereon by or for the United States; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

FLOOD PROTECTION LEVEE EASEMENT.

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

13. UTILITY AND/OR PIPELINE EASEMENT.

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

12. RAILROAD EASEMENT.

A perpetual and assignable easement and right-of-way in, on, over and across (the land described in Schedule A) (Tracts Nos. __, __ and __) for the location, construction, operation, maintenance, alteration and replacement of a railroad and appurtenances thereto; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and other vegetation, structures, or obstacles within the limits of the right-of-way; (reserving, however, to the landowners, their heirs and assigns, the right to cross over or under the right-of-way as access to their adjoining land at the locations indicated in Schedule B;) 6/ subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

6/ The use of this reservation clause may substantially reduce the liability of the Government through reduction of severance damages.

19. RESTRICTIVE EASEMENT.

A perpetual and assignable easement for the establishment, maintenance, operation and use for a (restricted) (safety) area in, on, over and across (the land described in Schedule A) (Tracts Nos. __, __ and __), consisting of the right to prohibit human habitation; the right to remove buildings presently or hereafter being used for human habitation; the right to prohibit gatherings of more than twenty-five (25) persons; the right to post signs indicating the nature and extent of the Government's control; and the right of ingress and egress over and across said land for the purpose of exercising the rights set forth herein; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired.

20. RIGHT OF ENTRY FOR SURVEY AND EXPLORATION.

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

11. ROAD EASEMENT.

A perpetual and assignable easement and right-of-way in, on over and across (the land described in Schedule A) (Tracts Nos. __, __ and __) for the location, construction, operation, maintenance, alteration and replacement of (a) road(s) and appurtenances thereto; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; (reserving, however, to the owners, their heirs and assigns, the right to cross over or under the right-of-way as access to their adjoining land at the locations indicated in Schedule B); 5/ subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

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

TEMPORARY ROAD EASEMENT.

A temporary easement and right-of-way in, on over and across (the land described in Schedule A) (Tracts No. __) for a period not to exceed ____, beginning with date possession of the land is granted to the United States, for use by the United States, its representatives, agents, and contractors for the location, construction, operation, maintenance, alteration and replacement of a road and appurtenances thereto; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; (reserving, however, to the owners, their heirs and assigns, the right to cross over or under the right-of-way as access to their adjoining land at the locations indicated in Schedule B); subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

NON-FEDERAL SPONSOR LAND ACQUISITION

In Non-Federal Cooperation Projects, land acquisition is the responsibility of the Sponsor. Although the Project Manager has the responsibility for overall coordination of the project, coordination is required between the Sponsor and the Real Estate Division because of the interrelationship between the project design and real estate requirements. The close coordination is to assure that the Sponsor completes all real estate acquisitions to meet the milestones established by the Project Manager.

The cost-sharing provisions contained in the Project Cooperation Agreement (PCA) between the Corps of Engineers and the Sponsor are required by the Water Resources Development Act of 1986 (Public Law 99-662), as amended. For structural flood control projects, "The Non-Federal Sponsor shall provide all lands, easements, and rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Government determines the Non-Federal Sponsor must provide for the construction, operation, and maintenance of the Project, and shall perform or ensure performance of all relocations that the Government determines to be necessary for the construction, operation, and maintenance of the Project."

The Sponsor must contribute at least 35 percent of the total project costs, of which at least 5 percent must be in cash. The Sponsor receives credit for the fair market value of the real estate interests as of the time it is made available to the project. The amount of credit is determined by an appraisal obtained by the Sponsor. In addition, for real estate interests acquired by the Sponsor within a 5-year period prior to the date the PCA is signed, or any time after the agreement is signed, the credit will also include the costs of acquisition, such as closing and title costs, appraisal costs, survey costs, attorney's fees, mapping costs, plus necessary and reasonable indirect costs. In addition, the costs of providing relocation assistance to persons and businesses displaced by the project are creditable.

If the Sponsor wishes to begin the acquisition process prior to the execution of a PCA, all actions taken would be at its own risk with no guarantees of credit or reimbursement.

STEPS TOWARD LAND ACQUISITION

A. Feasibility

1. *Rights of entry* obtained for project area to complete necessary studies
2. Sponsor and Corps Real Estate (RE) Division personnel coordinate real estate requirements for project design
3. Cost estimates complete
4. Informational landowner meetings conducted by Sponsor and RE
5. Determine Sponsor's acquisition capabilities
 - a. Quick Take and/or condemnation authority
 - b. Staffing available for acquisition
 - c. Contract services available in geographic area
 - d. Proposed acquisition *Milestones* setup
6. Sponsor sets up separate account for project administrative costs

B. Land Acquisition Steps

1. *Project Cooperation Agreement signed*
2. *Work limit drawings from Corps RE Division personnel*
 - a. Estates required for project identified by Corps
 - b. Corps issues authority for Sponsor to acquire lands for project
3. *Tract ownership data - Sponsor*
 - a. Survey project – Engineering firm
 - b. Identify landowners through courthouse research
 - c. Legal descriptions and individual tract maps prepared by Engineering firm
 - d. General project map prepared by Engineering firm
 - e. Individual tract files
4. *Title (any one of the following) - Sponsor*
 - a. Abstract from Abstract Company
 - b. Title commitment from title company or attorney
 - c. Attorney's opinion
5. *Appraisals – Sponsor/Corps*
 - a. Staff or contract with appraiser approved by Corps
 - c. Appraisals completed by appraiser
 - d. Corps reviews and approves appraisals
6. *Negotiations - Sponsor*
 - a. Acquisition Brochure available upon request
 - b. Negotiate fair market value with owners
 - c. Prepare narrative negotiation report
 - d. If settlement above approved appraisal, submit justification for approval from Corps prior to acceptance of contract (if approval not obtained, credit not given for additional costs)
 - e. Signed purchase agreement
7. *Closings – Sponsor's Attorney*
 - a. Deed signed
 - b. Closing sheet
 - c. Make payment for interests acquired
 - d. Record deed
 - e. Prepare 1099 tax form if over \$600 (damages are nontaxable)

C. Condemnations - Sponsor

1. Prepare narrative negotiation report
2. Attorney submits court documentation with approved appraisal compensation into District Court
3. Record declaration of taking
4. Judge/jury/commission determine just compensation due landowner

D. Relocations - Sponsor

1. Market study of displaced housing and available housing
2. Available housing comparisons and register developed
3. Replacement housing payments calculated for each displaced unit
4. Moving costs calculated
5. Relocation Benefits Brochure and copy of regulations available upon request
6. Relocation benefits nontaxable

E. Certification of Project - Sponsor

1. Sponsor issues Right of Entry to all lands required for project purposes
2. Attorney's certification that all necessary interests were obtained for project purposes

F. Submit Acquisition Claims for Credit with Copies of Documents (60 days after certification or ASAP) - Sponsor

1. Claim signed by Sponsor representative
2. Engineering fees (bill and voucher)
3. Title work (bill and voucher)
4. Appraiser's fees (bill and voucher)
5. Recorded deed or Court award document (acquisition credit will be for approved negotiated settlement or court award)
6. Recording fees
7. Notary fees
8. Payroll registers for administrative fees
9. Miscellaneous project-related costs

G. Submit Relocation Credit Claims with Copies of Documents - Sponsor

1. Owner occupants

- a. Sponsor signed claim
- b. Moving expense executed claim (if actual expenses, receipts required)
- c. Replacement housing executed claim (purchase agreement or deed)
- d. Closing costs (closing sheet)

NOTE: Replacement housing differential + closing costs shall not exceed \$22,500.

2. Tenant occupants

- a. Sponsor signed claim
- b. Moving expense executed claim (if actual expenses, receipts required)
- c. Rental housing or downpayment assistance executed claim (lease or purchase agreement)
- d. If downpayment, closing costs may also be covered (closing sheet)

NOTE: Rental housing payment or downpayment assistance + closing costs shall not exceed \$5,250.

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Under separate cover, available upon request.

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NOTE: ACQUISITION & RELOCATION BROCHURES AVAILABLE UPON REQUEST

CITY, STATE
SECTION ____ FLOOD CONTROL PROJECT
LOCAL COOPERATION AGREEMENT
PROJECT
ATTORNEY'S CERTIFICATE AS TO RIGHT-OF-WAY

I, _____, certify that I am the attorney for the Sponsor, County of _____, State of _____, and that I am a duly licensed attorney, qualified and authorized to practice law in the State of _____.

I further certify that I have made or caused to be made an examination of the land records of _____ County, _____, as well as the original instruments conveying certain interests to the Sponsor in the hereinafter described lands as shown on the drawings entitled _____, dated _____. Said real estate interests consisting of property takings required for project purposes, easements and descriptions of areas covered by said easements, including other lands as required, are attached to and made a part of the Right-of-Entry, granted to the United States of America by the said Sponsor.

From the foregoing examination, I am of the opinion that the Sponsor is vested with the real estate interests in said lands necessary for the construction, operation, maintenance, repair, replacement and rehabilitation of said project. I further certify that the _____ has the full power and necessary right, title and interest in and to said lands to grant permission to the United States of America, its officers, employees, agents and assigns to enter upon the land described above for the purposes therein stated.

Signed and dated at _____ this _____ day of _____, 19__.

Attorney

**(CLAIM SHALL BE SUBMITTED ON LOCAL SPONSOR LETTERHEAD)
(Attach copies of checks, bills, and conveyance document to justify amounts)**

**CLAIM FOR ACQUISITION EXPENSE
OF
LER (LANDS, EASEMENTS, RIGHTS-OF-WAY)**

TO: Department of the Army
St. Paul District, Corps of Engineers
ATTN: Real Estate Division
190 Fifth Street East
St. Paul, Minnesota 55101-1638

Tract No.: _____
Owner(s): _____
Tenant(s): _____
Tract Address: _____

- 1. Approved Appraised Value \$ _____
- 2. Appraisal Fee _____
- 3. Title Information:
 - a. Preliminary Title Opinion _____
 - b. Supplementary Title Opinion _____
 - c. Final Title Opinion _____
 - d. Other Title Evidence _____
- 4. Closing Costs:
 - a. Recording fees _____
 - b. State Tax/Stamps _____
 - c. Other _____
- 5. Other Acquisition Expenses Incurred:
 - a. _____ _____
 - b. _____ _____
 - c. _____ _____

TOTAL CLAIMED \$ _____

This is to certify that the above expenditures have been paid by the Sponsor for acquisition of the tract. This certification also carries with it the stipulation that these expenditures are not allocable to or included as a cost of any other federally financed program in either the current or a prior period.

Authorized Sponsor Representative

Corps Real Estate Manager

Date

Date

CRITERIA FOR LERRD CREDITING REQUESTS

1. Interests in Land

a. Interests in land owned prior to the project will be valued for credit purposes as of the date of the award of the construction contract. An appraisal report will need to be made unless the time of acquisition was close to the signing of the PCA, then credit may be based upon a value established in an acceptable appraisal report capable of being updated. **EXCEPTION:** Interests in land purchased previously under another Federal project do not qualify for credit.

b. All acquisitions for this project by the Sponsor after the PCA signing shall be based on the fair market value established by an appraisal or upon a counteroffer which has been approved in writing by the Real Estate Division, St. Paul District.

c. Interests in land that were acquired through condemnation shall receive credit based upon the court award.

d. Interests in land donated to the Sponsor shall be credited according to the value established by an appraisal of its fair market value as of the date of the award of the construction contract.

2. Administrative

a. All survey and engineering costs associated with right-of-way drawings and legal descriptions.

b. Fees for obtaining abstracts or title search and policies

c. Fees for appraisal services.

d. Time spent negotiating with landowners, at public meetings, completing relocation assistance, and other project related activities.

e. All legal fees for preparation of conveyance documents, closings, and condemnation proceedings.

f. All recording costs, notary fees, and State taxes or stamps.

g. Project related telephone expenses.

3. Documentation

All claims must be supported by attaching receipts, canceled checks or vouchers, and other pertinent documents to the official claim. Official individual time records and salary plus benefit information should be submitted for each person who claims time for project related work.

**(CLAIM SHALL BE SUBMITTED ON CITY LETTERHEAD)
(Attach copies of Deed/Lease, Closing Statement, and Receipts)**

**CLAIM FOR CREDIT
OF
RELOCATION EXPENSES**

TO: Department of the Army
St. Paul District, Corps of Engineers
ATTN: Real Estate Division
1421 U.S. Post Office and Custom House
St. Paul, Minnesota 55101-1479

Tract No.: _____
Owner(s): _____
Tenant(s): _____
Tract Address: _____

- 1. Replacement Housing/Rental Supplement \$ _____
- 2. Interest Differential _____
- 3. Closing Costs:
 - a. Legal, closing & related costs including title search
& guarantees, notary fees, surveys, recordation, etc. _____
 - b. Lenders, FHA or VA appraisal fee _____
 - c. FHA and VA application fee _____
 - d. Credit report _____
 - e. Escrow agent's fee _____
 - f. State stamps & sale/transfer taxes _____
 - g. Other _____
- 4. Moving expenses _____

TOTAL CLAIMED \$ _____

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

Authorized Sponsor Representative

Corps Reviewer

Date

Date

CITY, STATE
PROJECT
LOCAL COOPERATION AGREEMENT
PROJECT
RIGHT-OF-ENTRY

The Sponsor, a municipal corporation of the County of _____, State of _____, hereinafter referred to as "Sponsor," by its duly qualified and authorized officials whose signatures are affixed hereto, in consideration of the benefits and advantages which will accrue to said Sponsor by reason of its participation with the United States in the local flood protection project authorized by _____ and in accordance with the required conditions of local cooperation set forth in Assurances executed by the Sponsor on _____, and does hereby grant to the United States, its officers, employees, agents, successors and assigns, and the Government contractors, their officers, employees, agents, successors and assigns, permission to enter upon the lands, easements, rights-of-way and other properties of said Sponsor, as stated and described in certain easement instruments, and as shown on the drawings entitled _____, dated _____, for the purposes of constructing said flood control project.

IN WITNESS WHEREOF, the Sponsor located in the County of _____, State of _____, has caused its corporate name to be hereunto signed by the _____ of the Sponsor, attested to by the _____ and the corporate seal of said Sponsor, State of _____ to be affixed hereto this _____ day of _____, 19____.

(seal)

SPONSOR

BY: _____

TITLE: _____

Attest:

Title _____

AGREEMENT TO ACQUIRE LANDS
BETWEEN

THE DEPARTMENT OF THE ARMY
ST. PAUL DISTRICT, CORPS OF ENGINEERS

AND

THE CITY OF *City, State*

FOR
CONDEMNATION ON BEHALF OF THE *SPONSOR*
BY THE CORPS OF ENGINEERS
FOR THE _____ SECTION 205 FLOOD CONTROL PROJECT

This Agreement is entered into this _____ day of _____, 19____, by and between the DEPARTMENT OF THE ARMY, ST. PAUL DISTRICT, CORPS OF ENGINEERS (hereinafter the "Corps"), acting by and through the U.S. Army Engineer for the St. Paul District (hereinafter the "District Engineer") and the CITY OF *Sponsor*, a municipal corporation organized and existing pursuant to the laws of the State of Minnesota (hereinafter the "City"), acting by and through its Mayor.

WITNESSETH, THAT:

WHEREAS, construction of the _____ Section 205 Flood Control Project (hereinafter called the "Project") along the _____ River in _____ County, *State*, was authorized by _____; and

WHEREAS, the Corps and the City have entered into a Project Cooperation Agreement for the construction of said Project, dated _____ (hereinafter the "PCA"); and

WHEREAS, Article II.d. of the PCA provides that the City shall "provide all lands, easements, rights-of-way, including suitable borrow and dredged material disposal areas, . . . determined by the Government to be necessary for construction of the Project"; and

WHEREAS, Engineering Regulation 405-1-12, Draft Chapter 12, Section VI, allows the Corps to acquire lands, easements, and rights-of-way on behalf of a Sponsor; and

WHEREAS, it is the intent of the parties to this Agreement that the Corps, upon request by the City and in accordance with Federal law, statutes, regulations, practices and procedures, acquire by Declaration of Taking necessary lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas as required by the City; and

WHEREAS, the City Council of *City, State*, has authorized the Mayor to enter into this agreement on behalf of the City;

NOW, THEREFORE, the City and the Corps agree as follows:

1. The City may request that the Corps, by Declaration of Taking, acquire immediate title to and possession of certain lands, easements, or rights-of-way, including those necessary for suitable borrow and dredged material disposal, on behalf of the City, in the name of the United States.

2. The City will submit a condemnation assembly with its request that a tract or tracts be condemned. Each condemnation assembly shall include the following items, subject to Corps Approval:

a. A Negotiator's Report on Engineer Form 3423 (Parts I and II) which conforms to the requirements of ER 405-1-12, Chapter 5, Section IV, and future amendments.

b. A legal description of the property to be condemned which conforms to the Corps' Cadastral regulations and the laws and requirements of the State of _____ and _____ County for recording.

c. Ten copies of a map showing the individual tracts to be condemned outlined in red.

d. Four copies of the approved tract appraisal. The appraisal must be on a current basis; the review certificates should indicate that the review has been made within 120 days prior to submission of the assembly to the Corps. The Department of Justice (DOJ) shall have the right to order a second appraisal at its sole discretion for trial purposes.

e. Four copies of a commitment for title insurance to insure the United States for the tracts acquired by the United States on behalf of the City. The title insurance shall comply with the Standards for the Preparation of Title Evidence in Land Acquisitions by the United States published by the United States DOJ and the United States Army Corps of Engineers' real estate regulations found in ER 405-1-12, Chapter 5.

f. A list containing the names and addresses of the owners and parties with an interest therein including any parties in possession.

g. A disclaimer of interest for any parties who are not to be named in the action.

3. The City shall also submit, with its request that a tract or tracts be condemned, certification that the City has conducted any required investigations for hazardous substances in accordance with Article XIX of the PCA and documentation of the results of any such investigations.

4. Appendix A, the Scope of Work, is hereby incorporated into this Agreement. The Corps shall substantially comply with the Scope of Work in prosecuting work under this Agreement.

5. The City shall be responsible, and agrees to make payment in accordance with the provisions of this paragraph, for the full amount of any award, including interest, that may be made in any such condemnation proceeding, including any awards and interest made pursuant to the Equal Access to Justice Act (EAJA), court costs, plus the legal and administrative costs and expenses of the Corps and the DOJ incident to filing and prosecuting the proceedings. Said awards, costs and expenses include any deficiency and interest beyond the deposit furnished, as well as additional costs that may be required. The proceedings will include any incidental proceeding such as a request for a writ of assistance as well as any appeal by the Government or any other party to the action.

a. The St. Paul District Chief of Real Estate shall estimate the costs and expenses for the requested condemnation and provide that estimate to the City. That estimate shall include the amount of an appraisal approved by the Corps or the amount of an accepted offer, whichever shall be greater, plus an additional 30 percent of the deposit for contingencies and 15 percent of the deposit for costs.

b. The City shall provide the Corps with the estimated costs by delivering a check payable to "FAO, USAED, St. Paul" to the St. Paul District Chief of Real Estate. The Corps shall not proceed with filing the Declaration of Taking until the City has provided the required funds.

c. The Corps will draw on all funds provided by the City in such sums deemed necessary to cover all costs as they are incurred. (All costs include, but are not limited to, administrative costs, judgments and interest.)

d. If the actual cost to the Corps or the DOJ for any action is forecast to exceed the amount of funds available, the Corps shall immediately notify the City of the additional payment the City will be required to make to meet the City's share of the revised estimate. Within 60 days thereafter, the City will provide the Corps the full amount of the additional required contribution by delivering to the St. Paul District Chief of Real Estate a check payable to "FAO, USAED, St. Paul." The Corps acknowledges that administratively the Houston City Council must authorize and appropriate the expenditure of any additional funds beyond the advance payment of the estimate of costs and expenses; however, failure of the City to make payments prior to the work being performed does not relieve the City of its obligation to pay for the work. The Corps shall not pay any judgment or deficiency until the City has provided the funds required to make that payment.

e. The Corps shall conduct a final accounting after completion of all the work to be conducted pursuant to this Agreement to determine the actual costs of work provided pursuant to this Agreement. Subject to the availability of funds, the Corps shall

return any funds advanced by the City in excess of the actual costs incurred.

6. The Corps will notify the City when the Declaration of Taking is filed. The City will record or file for recordation the Declaration of Taking and the Judgment on Declaration of Taking in the _____ County land records. The City will cause to be provided a final policy of title insurance which complies with the standards for title evidence established by the United States DOJ and the U.S. Army Corps of Engineers as described in paragraph 2.e. above. The City will cause this endorsement to be provided within 90 days from written notice from the Corps that the Complaint in Condemnation and Declaration of Taking have been filed in the United States District Court.

7. The Corps will inform the City by letter when an order granting the United States possession has been entered. The City will assume operations and maintenance responsibility upon notification that an order of possession has been entered.

8. Upon request from the Corps, the City will inspect the condemned tracts and return to the Corps a completed "Report on Vacation of Property," Engineer Form 1567, and "Certificate of Inspection and Possession", Engineer Form 708.

9. As the condemning authority, the Corps is legally responsible for providing relocation assistance. As between the City and the Corps, it is agreed that the City shall perform all relocation assistance as required by Public Law 91-646 for all tracts acquired by the United States through its power of eminent domain pursuant to this Agreement. However, should the Corps be required to provide relocation assistance, for whatever reason, the City agrees to reimburse the Corps for any relocation assistance the Corps provides to the occupants and/or owners of said tracts.

10. Final settlement authority for all cases submitted to the Corps for acquisition shall rest with the Corps. This includes the right to revest property, revise estates, and issue permits or consents as part of a settlement.

11. Authority to recommend an appeal to the DOJ shall rest with the Corps and the U.S. Attorney for the District of State.

12. The City will accept, upon delivery, a quitclaim deed from the United States for title to each tract of land acquired pursuant to this Agreement. Neither the termination of this Agreement nor the presence of any contamination, whether or not CERCLA regulated, shall be grounds for refusing to accept, upon delivery, a quitclaim deed from the United States.

13. If lands, including any improvements, contaminated by CERCLA regulated material are acquired pursuant to this Agreement, regardless of when the contamination was discovered or whether the parties knew or should have known of the contamination, the

relationship of the parties shall be covered by Article XIX of the PCA.

14. If land is acquired with non-CERCLA regulated contamination, any Federal, State, or local requirement necessitating special action including remediation, treatment, handling, or disposal will be included in the design and cost estimate as part of the project cost. The City shall be responsible, as between the Corps and the City, for any liability that may arise as a result of the non-CERCLA regulated contamination.

15. In the event lands which the City requests the Corps to condemn are discovered to be contaminated before the Declaration of Taking is filed, the Corps shall have the right to decline to perform condemnation services under this contract and declination of said work shall not constitute a breach of this contract. All of the work performed by the Corps until the declination shall be treated as part of the total project costs and are the responsibility of the City under this Agreement.

16. It is acknowledged by the City that there are risks inherent in acquiring lands which include, but are not limited to, the following:

a. The City may incur hazardous, toxic, and radioactive waste (HTRW) liability and expense by virtue of its ownership of contaminated lands, or interests therein, whether such liability should arise out of local, State or Federal laws or regulations, including liability arising out of the Comprehensive Environmental Responses, Compensation and Liability Act (CERCLA), 42 U.S.C. 9601-9675;

b. The Court may enter a verdict in excess of the amount the City deposited with the Corps to cover a possible deficiency;

c. Approximately 120 days is usually required from the time a condemnation assembly is received by the Corps until the Declaration of Taking is filed.

17. The Corps shall furnish all services and work under this Agreement in accordance with applicable United States laws and regulations. Unless otherwise required by law, all contract work undertaken by the Corps shall be performed in accordance with the Department of the Army procurement and claims policies and procedures. All real estate work shall be performed in accordance with the Department of the Army's real estate regulation as well as other applicable law.

18. The procedures for keeping books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement shall be those developed and used in accordance with Article X of the PCA.

19. Either the Corps or the City may terminate this Agreement by providing 60 calendar days' written notice. In the event of

termination, the Corps and the City shall consult with each other concerning all claims for termination costs; however, the City shall continue to be responsible for all costs incurred by the United States under this Agreement and for costs of closing out or transferring any ongoing contracts and litigating all civil actions arising pursuant to this Agreement to their final resolution.

20. As provided in the PCA, Article VII - Disputes, before any party of this Agreement may bring suit in any court concerning an issue relating to this Agreement, such party must first seek in good faith to resolve the issue through negotiation or other forms of nonbinding resolution mutually acceptable to the parties.

21. The principal personnel and points of contact for matters relating to this Agreement are listed below:

Corps Representative: Mark W. Nelson, Real Estate Division, St. Paul District, Corps of Engineers, 190 East Fifth Street, St. Paul, Minnesota 55101, telephone (612) 290-5390.

City Representative:

22. The provisions of this Agreement shall not be interpreted in any manner inconsistent with the provisions of the PCA; and

23. This Agreement is effective upon the date of the last signature by the parties. This Agreement may be modified or amended only by written agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF

ST. PAUL DISTRICT,
CORPS OF ENGINEERS

By: _____

By: _____

Mayor

Colonel
District Commander

By: _____

City Administrator

DATE: _____

DATE: _____

APPROVED AS TO FORM:

By: _____

City Attorney

DATE: _____

APPENDIX A

Error! Bookmark not defined. **SCOPE OF WORK**

1. At the request of the City, the Corps will acquire by Federal power of eminent domain in the name of the United States the real estate interests necessary for the Project in certain tracts of land. The Corps will then convey those interests to the City by quitclaim deed.

2. The work to be accomplished and procedures followed are generally described and consist of the following:

a. The Corps (St. Paul District) will review the City's assembly, prepare the Declaration of Taking, and forward it with the appropriate supporting documents to higher authority (Declaration of Taking assembly).

b. The Declaration of Taking assembly will be reviewed by the Corps' North Central Division and forwarded to Headquarters, United States Army Corps of Engineers (HQUSACE).

c. HQUSACE will review the assembly, the Declaration of Taking will be signed by the Secretary of the Army, and the Declaration of Taking assembly will be forwarded to the DOJ (Environment and Natural Resources Division).

d. The DOJ will review the Declaration of Taking assembly and forward it to the United States Attorney for the District of Minnesota who will file the action.

e. After the Secretary of the Army signs the Declaration of Taking, the St. Paul District will prepare a quitclaim deed for the signature of the Secretary of the Army.

f. After the Declaration of Taking has been filed and possession granted to the United States, the Corps will quitclaim the lands and estates acquired to the City by the aforementioned quitclaim deed.

g. The Corps and DOJ will litigate the condemnation to the final disposition (including appeals) of all the interests acquired by the Declaration of Taking.

INITIAL NOTIFICATION OF PROJECT AND APPRAISER INSPECTION

Dear _____ :

In connection with the acquisition of real property for the _____ Flood Control Project, you will soon be contacted by an appraiser regarding the appraisal of your property for this project. The _____ (Local Sponsor) is acquiring the property for the channel construction, temporary easements for construction, and in some areas, flowage easements. All acquisitions will be made under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

The rights which you have as a property owner affected by this project are itemized in the enclosed booklet entitled, "Owner's Guide to Acquisition". I hope this booklet helps you to understand the process the _____ will be using to acquire the required interest in your property.

This letter is not an offer to purchase your property but to advise you of the appraisal contract which will be used by the _____ to determine the fair market value of your property. It will be necessary for the appraiser to make a complete inspection of your property in order to make a fair appraisal. You will be given the opportunity to accompany the appraisers when they view your property. Once the appraisal has been completed and reviewed, the _____ will give you a letter of intent to acquire your property. The letter will contain an offer based on the fair market value determined by the appraisal.

We would appreciate your cooperation in this matter. If you have any questions, please contact _____

Sincerely,

Enclosure

REAL ESTATE MILESTONES

PROJECT

ACTIVITY	CORPS OF ENGINEERS		LOCAL SPONSOR	
	INITIATE	COMPLETE	INITIATE	COMPLETE
Coordinate M-CACES RE estimate RE estimate with Local Sponsor				
Furnish RE estimate to Project Manager				
Determine Estates to be Acquired				
Coordination of RE process with Local Sponsor				
Preliminary ROW drawings to Local Sponsor				
Approve contract appraiser				
Obtain preliminary tract ownership data				
Public Law 86-645 Public Meetings				
Execution of Project Cooperation Agreement				
Final ROW drawings to Local Sponsor				
Establish tract accounting system				
Obtain Appraisal Contract				
Review Appraisal Contract				
Prepare tract map and legal descriptions				
Review tract map and legal descriptions				
Obtain title evidence				
Obtain Tract appraisals				
Review Tract appraisals				
Negotiate (90-day Notice) and Close				
Condemnation actions				
Public Law 91-646 relocations				
Sign ROE and Attorney's Certification				
Advertise construction contract				
Award construction contract				
Submit requests for LERRD credit				
Review and grant LERRD credit				

LOCAL SPONSOR _____
 DATE _____

RE MANAGER _____
 DATE _____

CHIEF, RE DIVISION _____
 DATE _____

RIGHT-OF-ENTRY FOR CONSTRUCTION

(Project, Installation or Activity)

(Tract Number or Other Property ID)

The undersigned, hereinafter called the "OWNER", in consideration of the total compensation to be paid by the _____ SPONSOR, hereinafter called the "SPONSOR", for all land or easement rights hereinafter described, to be determined by subsequent agreement between the Owner and the Sponsor, or by judicial proceedings, hereby grants to the Sponsor, a permit or right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Sponsor an irrevocable right to enter upon the lands hereinafter described at any time within a period of () months from the date of this instrument, in order to erect buildings or any other type of improvements and to perform construction work of any nature.

2. All tools, equipment, buildings, improvements, and other property taken upon or placed upon the land by the Sponsor shall remain the property of the Sponsor and may be removed by the Sponsor at any time within a reasonable period after the expiration of this permit or right-of-entry.

3. In the event that the Sponsor does not acquire title or other necessary interest in said land prior to the expiration of this permit or right-of-entry, or other renewal thereof, the parties agree that, if any action of the Sponsor's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Sponsor will, at its option, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Sponsor's liability under this clause may not exceed appropriations available for such payment. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any damages other than those provided for herein. If the Sponsor does acquire such title or other necessary interest, damages would be limited to the decrease in the fair market value of the Owner's remainder caused by such damage.

4. The land affected by this permit or right-of-entry is located in the State of _____, County of _____, and is described as follows:

WITNESS MY HAND AND SEAL this _____ day of _____, 19____.

SPONSOR

By _____

Title _____

Owner-

Owner-

RIGHT-OF-ENTRY FOR CONSTRUCTION

(Project, Installation or Activity)

(Tract Number or Other Property ID)

The undersigned, hereinafter called the "OWNER", in consideration of the total compensation to be paid by the _____ SPONSOR, hereinafter called the "SPONSOR", for all land or easement rights hereinafter described, to be determined by subsequent agreement between the Owner and the Sponsor, or by judicial proceedings, hereby grants to the Sponsor, a permit or right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Sponsor an irrevocable right to enter upon the lands hereinafter described at any time within a period of () months from the date of this instrument, in order to erect buildings or any other type of improvements and to perform construction work of any nature.

2. All tools, equipment, buildings, improvements, and other property taken upon or placed upon the land by the Sponsor shall remain the property of the Sponsor and may be removed by the Sponsor at any time within a reasonable period after the expiration of this permit or right-of-entry.

3. In the event that the Sponsor does not acquire title or other necessary interest in said land prior to the expiration of this permit or right-of-entry, or other renewal thereof, the parties agree that, if any action of the Sponsor's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Sponsor will, at its option, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Sponsor's liability under this clause may not exceed appropriations available for such payment. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any damages other than those provided for herein. If the Sponsor does acquire such title or other necessary interest, damages would be limited to the decrease in the fair market value of the Owner's remainder caused by such damage.

4. The land affected by this permit or right-of-entry is located in the State of _____, County of _____, and is described as follows:

WITNESS MY HAND AND SEAL this _____ day of _____, 19 _____.

SPONSOR

By _____

Title _____

Owner-

Owner-

RIGHT-OF-ENTRY FOR SURVEY AND EXPLORATION

(Project, Installation or Activity)

(Tract Number or Other Property ID)

The undersigned, hereinafter called the "Owner", hereby grants to the SPONSOR hereinafter called the "Sponsor", a permit or right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Sponsor, its successors and assigns, an irrevocable right to enter upon the lands hereinafter described at any time within a period of () months from the date of this instrument, in order to survey, make test borings, and carry out such other exploratory work as may be necessary to complete the investigation being made of said lands by the Sponsor.

2. All tools, equipment, and other property taken upon or placed upon the land by the Sponsor, its successors and assigns, shall remain the property of the Sponsor and may be removed by the Sponsor at any time within a reasonable period after the expiration of this permit or right-of-entry.

4. If any action of the Sponsor's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Sponsor will, in its sole discretion, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. The Sponsor's liability under this clause is subject to the availability of appropriations for such payment. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any damages other than those provided for herein.

5. The land affected by this permit or right-of-entry is located in the State of _____, County of _____, and is described as follows:

WITNESS MY HAND AND SEAL this _____ day of _____, 19____.

SPONSOR

By _____

Title _____

Owner-

Owner-

TITLE REQUEST

Mr./Ms.
County Abstract Co., Inc./Title Company/Attorney
Street
City, State ZIP

Dear Mr. :

Enclosed is our request for (Preliminary Certificate of Title) (Title Commitment) (Attorney=s Opinion of Title) (Abstract) for *project name* . The legal descriptions, project maps, list of landowners, and tract numbers are also enclosed to aid you in your work. Please show our tract number on each (certificate) (commitment) (opinion) (abstract).

Your prompt attention would be appreciated. If you have any questions, please contact _____ at *phone number* or at the above address.

Sincerely,

Sponsor

Title

Enclosures

RELOCATION ASSISTANCE AGREEMENT

The sponsor, acting by and through its authorized representative, has determined it necessary to acquire a portion of the following-described real property for project purposes, which will necessitate the removal of the personal property from this site:

(list real property)

It is expressly agreed and understood by the parties hereto as follows:

(1) The real property must be vacated and all personal property removed by _____, 19___. In the event the personal property is not removed by the above date, it will be relocated or disposed of by the sponsor in the most feasible means. It is further agreed that the personal property must be moved and not disposed of by private or auction sale unless prior arrangements are made with the sponsor to recompute the payment. Losses due to the negligence of the relocated person, his/her agent or employees are not eligible for reimbursement.

(2) It is further agreed that any payments under this agreement are for removal and/or reinstallation of personal property. This agreement does not apply to improvements which were purchased as part of the underlying real estate.

(3) The sponsor will reimburse the displacee for relocation costs in the following amounts after all requirements of Public law 91-646 are met and the personal property has been removed from the easement area:

(itemize claim amounts)

(4) The above relocation payments are binding upon the sponsor only after the items are moved and a claim for payment has been made by the displacee. The displacee hereby agrees to accept this amount in full satisfaction of all relocation payments due them under Public Law 91-646.

This AGREEMENT is entered into on this ____ day of _____, 19__.

Receipt of identical copy of this agreement is hereby acknowledged.

Displacee-

Displacee-

APPROVED this ___ date of _____, 19__.

Authorized Representative

CLAIM FOR MOVING AND RELATED COSTS - BUSINESS

ACTUAL DIRECT LOSSES OF PERSONAL PROPERTY

PROJECT NAME _____ PARCEL NO. _____

NAME OF BUSINESS _____

Description of Property	Justification for Amount Claimed	Market Value	Net Proceeds	Net Loss
	Total	\$	\$	\$
	Cost of Sale			\$
	Estimated Cost of Moving			\$

CLAIM FOR MOVING AND RELATED COSTS - BUSINESS

PROJECT NAME _____ PARCEL NO. _____
NAME OF BUSINESS _____
NAME & TITLE OF PERSON FILING CLAIM _____
PRESENT MAILING ADDRESS _____
TELEPHONE NO. _____

TYPE OF OPERATION: Business Farm Operation Nonprofit Organization
TYPE OF OWNERSHIP: Sole Corporation Partnership Nonprofit Organization

Did Concern Discontinue Operations? YES/NO
Does Concern Plan to Reestablish? YES/NO

OLD ADDRESS: _____
DATE OCCUPIED: _____

NEW ADDRESS: _____
DATE OCCUPIED: _____

TYPE OF PAYMENT IN LIEU PAYMENT ACTUAL EXPENSES

Payment for actual moving and related expenses \$ _____
(See Page 2)

or

Payment in lieu of actual moving and related expenses \$ _____
(See Page 2)

I(We) CERTIFY, under the penalties and provisions of U.S.C. Title 18, Sections 286, 287, and 1001, and any other applicable law, that this claim and information submitted herewith have been examined by me (us) and are true, correct, and complete, I(We) further certify that I(we) have not submitted any other claim for, or received reimbursement or compensation from any other source for any item of this claim, and that any receipts submitted herewith accurately reflect costs actually incurred.

I(We) hereby request and authorize the moving expenses listed on the attached itemized bill be paid directly to the mover or other contractors as arranged.

Claimant
Date _____

Claimant
Date _____

Signature Name (Type) Date

RECOMMENDED _____

APPROVED

CLAIM FOR MOVING AND RELATED COSTS - BUSINESS

PROJECT NAME _____ PARCEL NO. _____

NAME OF BUSINESS _____

ACTUAL MOVE COMPUTATION

Moving Costs	\$ _____
Utility Costs	\$ _____
Insurance Costs	\$ _____
Storage Costs	\$ _____
Actual Direct Losses of Property (See attached)	\$ _____
Reasonable Search Costs	\$ _____
 TOTAL	 \$ _____

IN LIEU COMPUTATION

<u>Item</u>	<u>19</u> _____	<u>19</u> _____	<u>Average</u>
1. Gross Receipts, or Gross Sales, Less Returns & Allowances	\$ _____	\$ _____	\$ _____
2. Gross Profit	\$ _____	\$ _____	\$ _____
3. Net Profit(or Loss)	\$ _____	\$ _____	\$ _____
4. Salaries & Wages Paid To Members of Owner's Family Who are Members of Owner's Household	\$ _____	\$ _____	\$ _____
5. Net Earnings	\$ _____	\$ _____	\$ _____

Remarks:

PROJECT

COMPARISON OF RESIDENCE ON TRACT NO. _____ WITH AVAILABLE
REPLACEMENT DWELLINGS (PL 91-646)
(Privacy Act Statement on Reverse)

DISPLACED PERSON _____ Owner/Tenant

ITEM	SUBJECT	COMP 1	COMP 2	COMP 3
Decent, safe and sanitary				
Type construction and floors				
Number of rooms & kind				
Total area (square feet)				
Basement (finished/unfinished)				
Garage and type				
Approximate age				
Condition				
Site size				
Type of neighborhood				
Gas (G) Electric (E) Phone (P)				
Water (public/well)				
Sewer (public/septic)				
Access road (paved/gravel)				
Available to displacee	_____			
Adequate to accommodate displacee	_____			
Within financial means of displacee	_____			
Asking price/Monthly rental	_____	\$	\$	\$
Market value (estimate)	_____	\$	\$	\$
Selected value of replacement	\$	_____	_____	_____
Actual price of replacement	\$	_____	_____	_____
Acquisition/rental price of subject	\$	_____	_____	_____
Differential payment	\$	_____	_____	_____

CERTIFICATION: I am familiar with the above referenced properties and recommend use of the selected comparables as being equal to or better than the subject property. I have no present or contemplated personal interest in any of the referenced properties.

Replacement Housing Adviser

Date

Approving Official

Date

CLAIM FOR DOWNPAYMENT ASSISTANCE PAYMENT

PROJECT NAME _____ PARCEL NO. _____
 NAME(S) OF CLAIMANT _____
 PRESENT MAILING ADDRESS _____
 _____ TELEPHONE NO. _____

OLD ADDRESS: _____
 DATE MOVED INTO: _____ Written Offer to Purchase Rec'd. _____

NEW ADDRESS: _____
 DATE MOVED INTO: _____

TYPE OF OCCUPANCY COVERED BY THIS CLAIM

_____ Dwelling Unit Tenant _____ Sleeping Room Tenant _____ Homeowner Occupant

COMPUTATION

1. Price of Comparable Dwelling	\$ _____
2. Price Paid for Replacement Dwelling	\$ _____
3. Downpayment Actually Paid	\$ _____
4. Amount of Incidental Costs (Details on page 2)	\$ _____

TOTAL DOWNPAYMENT (Not to exceed \$5,250) \$ _____

I(We) CERTIFY, under the penalties and provisions of U.S.C. Title 18, Sections 286, 287, and 1001, and any other applicable law, that this claim and information submitted herewith have been examined by me (us) and are true, correct, and complete, I(We) further certify that I(we) have not submitted any other claim for, or received reimbursement or compensation from any other source for any item of this claim, and that any receipts submitted herewith accurately reflect costs actually incurred.

____ I(We) further certify that my(our) choice of type of payment was made on the basis of a full explanation by the displacing agency relocation representative of the differences between the two types of payment available (rental assistance payment or downpayment assistance) and the eligibility requirements for each.

 Claimant
 Date _____

 Claimant
 Date _____

Signature**Name (Type)****Date**

RECOMMENDED _____

APPROVED _____

CLAIM FOR DOWNPAYMENT ASSISTANCE

PROJECT NAME _____ PARCEL NO. _____

NAME(S) OF CLAIMANT _____

INCIDENTAL COSTS

- 1. Legal Costs \$ _____
- 2. Title Search, Policy, or Abstract \$ _____
- 3. Notary Fee \$ _____
- 4. Survey Costs \$ _____
- 5. Recording Fees \$ _____

- 6. Appraisal Fee \$ _____
- 7. Application Fee \$ _____
- 8. Credit Report Fee \$ _____
- 9. Certification Fee \$ _____
- 10. Escrow Fee \$ _____

- 11. Transfer Taxes \$ _____
- 12. Costs of Points for Mortgage \$ _____
- 13. Loan Origination Fee \$ _____
- 14. Other (Explain) \$ _____

- _____
- _____

- 15. TOTAL \$ _____

REMARKS:

CLAIM FOR MOVING AND RELATED COSTS

PROJECT NAME _____ PARCEL NO. _____
 NAME(S) OF CLAIMANT _____
 PRESENT MAILING ADDRESS _____
 _____ TELEPHONE NO. _____

OLD ADDRESS: _____
 DATE MOVED INTO: _____ NO. OF ROOMS OCCUPIED: _____

NEW ADDRESS: _____
 DATE MOVED INTO: _____

TYPE OF PAYMENT

_____ FIXED PAYMENT \$ _____

_____ ACTUAL EXPENSE (Itemized as follows, receipts attached)

- | | |
|--------------------|----------|
| 1. Moving Costs | \$ _____ |
| 2. Utility Costs | \$ _____ |
| 3. Insurance Costs | \$ _____ |
| 4. Storage Costs | \$ _____ |
| Total Actual | \$ _____ |

TOTAL REQUESTED \$ _____

I(We) CERTIFY, under the penalties and provisions of U.S.C. Title 18, Sections 286, 287, and 1001, and any other applicable law, that this claim and information submitted herewith have been examined by me (us) and are true, correct, and complete, I(We) further certify that I(we) have not submitted any other claim for, or received reimbursement or compensation from any other source for any item of this claim, and that any receipts submitted herewith accurately reflect costs actually incurred.

___I(We) hereby request and authorize the moving expenses listed on the attached itemized bill be paid directly to the mover or other contractors as arranged.

_____	_____
Claimant	Claimant
Date _____	Date _____

Signature	Name (Type)	Date
------------------	--------------------	-------------

RECOMMENDED _____
 APPROVED _____

RELOCATION ASSISTANCE WRITTEN OFFER

NAME: _____ PROJECT: _____

ADDRESS: _____ COUNTY: _____

PARCEL: _____

The U.S. Army Corps of Engineers, acting through the sponsor, has determined it necessary to acquire the following-described real property for project purposes:

The date of initiation of negotiations for the parcel is: _____, 19__.

Any individual, family, business, or farm operator is eligible to receive payment for the reasonable expenses of moving his/her/their personal property if in lawful occupancy at the time of the initiation of negotiations, and if subsequent to the date of this notice of intent, the personal property is moved.

Notice is hereby given that you will be required to move from the dwelling, business or farm without at least 90 days notice from _____, 19__, unless a written extension of time is granted by the Chief, Real Estate Division, in conjunction with the Corps of Engineers Project Manager and the sponsor's authorized representative in charge of the project. You are further advised that a 30-day written notice will be given specifying the date by which the property must be vacated. Payment will be made only after the property is removed.

Dated this ____ day of _____, 19__.

sponsor Representative

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

(LETTERHEAD)

CEMVP 3/98

RELOCATION ASSISTANCE WRITTEN OFFER

NAME: _____ PROJECT: _____
ADDRESS: _____ COUNTY: _____
_____ PARCEL: _____

The U.S. Army Corps of Engineers, acting through the Sponsor, has determined it necessary to acquire the following-described real property for project purposes:

The date of initiation of negotiations for the parcel is: _____, 19__.

Any individual, family, business, or farm operator is eligible to receive payment for the reasonable expenses of moving his/her/their personal property if in lawful occupancy at the time of the initiation of negotiations, and if subsequent to the date of this notice of intent, the personal property is moved.

Notice is hereby given that you will be required to move from the dwelling, business or farm without at least 90 days notice from _____, 19__, unless a written extension of time is granted by the Chief, Real Estate Division, in conjunction with the Corps of Engineers Project Manager and the Sponsor's authorized representative in charge of the project. You are further advised that a 30-day written notice will be given specifying the date by which the property must be vacated. Payment will be made only after the property is removed.

Dated this ____ day of _____, 19__.

Sponsor Representative

PRELIMINARY RELOCATION DATA FORM

PROJECT _____ PARCEL NO. _____

1. Occupant Information

____ Owner ____ Tenant

Name(s): _____

Address: _____

Telephone No.: _____

2. Property Data

Date Negotiations Initiated: _____ Date Acquired: _____

Applicant Furnished Relocation Brochure __ Yes __ No

Applicant Resides on Property __ Yes __ No

Dwelling Occupied Date _____ Farm Operation Commenced _____

Business Commenced _____ __ Profit __ Nonprofit

3. Property to be Relocated

Household Furnishings __ Rooms

Miscellaneous _____

4. Remarks

Date _____

Sponsor Representative

Title _____

CLAIM FOR RENTAL ASSISTANCE PAYMENT

PROJECT NAME _____ PARCEL NO. _____
 NAME(S) OF CLAIMANT _____
 PRESENT MAILING ADDRESS _____
 _____ TELEPHONE NO. _____

OLD ADDRESS: _____

DATE MOVED INTO: _____ Written Offer to Purchase Rec'd. _____

NEW ADDRESS: _____

DATE MOVED INTO: _____

TYPE OF OCCUPANCY COVERED BY THIS CLAIM

_____ Dwelling Unit Tenant _____ Sleeping Room Tenant _____ Homeowner Occupant

COMPUTATION

- | | |
|---|----------|
| 1. Monthly Rental of Comparable Dwelling | \$ _____ |
| 2. Monthly Rental of Replacement Dwelling | \$ _____ |
| 3. Monthly Rental of Dwelling Vacated | \$ _____ |
| 4. Monthly Replacement Rental Cost (Line 1 minus 3
OR Line 2 minus 3, whichever is less) | \$ _____ |
| 5. Amount due Under This Claim (Line 4 multiplied
by 42, not to exceed \$5,250) | \$ _____ |

I(We) CERTIFY, under the penalties and provisions of U.S.C. Title 18, Sections 286, 287, and 1001, and any other applicable law, that this claim and information submitted herewith have been examined by me (us) and are true, correct, and complete, I(We) further certify that I(we) have not submitted any other claim for, or received reimbursement or compensation from any other source for any item of this claim, and that any receipts submitted herewith accurately reflect costs actually incurred.

___I(We) further certify that my(our) choice of type of payment was made on the basis of a full explanation by the displacing agency relocation representative of the differences between the two types of payment available (rental assistance payment or downpayment assistance) and the eligibility requirements for each.

 Claimant
 Date _____

 Claimant
 Date _____

RECOMMENDED **Signature** _____ **Name (Type)** _____ **Date** _____

APPROVED _____ _____ _____

CLAIM FOR REPLACEMENT HOUSING PAYMENT

PROJECT NAME _____ PARCEL NO. _____
 NAME(S) OF CLAIMANT _____
 PRESENT MAILING ADDRESS _____
 _____ TELEPHONE NO. _____

OLD ADDRESS: _____
 DATE MOVED INTO: _____ Written Offer to Purchase Rec'd. _____

NEW ADDRESS: _____
 DATE MOVED INTO: _____

At the time you received the written offer to purchase the dwelling shown in the Old Address above, was the dwelling owned and occupied by you for 180 consecutive days immediately prior thereto as your permanent residence? YES/NO

At the time of the acquisition, was the dwelling above occupied as your permanent residence? YES/NO

COMPUTATION

- | | |
|---|----------|
| 1. Price of Comparable Dwelling | \$ _____ |
| 2. Price Paid for Replacement Dwelling | \$ _____ |
| 3. Price Paid for Acquired Dwelling | \$ _____ |
| 4. Dwelling Payment (Line 1 minus 3 OR Line 2 minus 3) | \$ _____ |
| 5. Mortgage Interest Cost (Details on page 2) | \$ _____ |
| 6. Amount of Incidental Costs (Details on Page 2) | \$ _____ |
| 7. TOTAL REPLACEMENT HOUSING PAYMENT (Not to exceed \$22,500) | \$ _____ |

I(We) CERTIFY, under the penalties and provisions of U.S.C. Title 18, Sections 286, 287, and 1001, and any other applicable law, that this claim and information submitted herewith have been examined by me (us) and are true, correct, and complete, I(We) further certify that I(we) have not submitted any other claim for, or received reimbursement or compensation from any other source for any item of this claim, and that any receipts submitted herewith accurately reflect costs actually incurred.

_____	_____
Claimant	Claimant
Date _____	Date _____

_____	_____	_____
Signature	Name (Type)	Date

RECOMMENDED _____

APPROVED _____

CLAIM FOR REPLACEMENT HOUSING PAYMENT

PROJECT NAME _____ PARCEL NO. _____

NAME(S) OF CLAIMANT _____

INCIDENTAL COSTS

- 1. Legal Costs \$ _____
 - 2. Title Search, Policy, or Abstract \$ _____
 - 3. Notary Fee \$ _____
 - 4. Survey Costs \$ _____
 - 5. Recording Fees \$ _____

 - 6. Appraisal Fee \$ _____
 - 7. Application Fee \$ _____
 - 8. Credit Report Fee \$ _____
 - 9. Certification Fee \$ _____
 - 10. Escrow Fee \$ _____

 - 11. Transfer Taxes \$ _____
 - 12. Loan Origination Fee \$ _____
 - 13. Other (Explain) \$ _____
- _____
- _____
15. TOTAL \$ _____

INCREASED MORTGAGE INTEREST COSTS

- 1. Old Loan Remaining Balance \$ _____
- Payment \$ _____
- Interest Rate _____
- Term (months) _____

- 2. New Loan Interest Rate \$ _____
- Points _____
- Term (months) _____

- 3. Old Loan Balance \$ _____
- Present Value Loan \$ _____
- Difference \$ _____
- Points on Present Value \$ _____
- TOTAL PAYMENT \$ _____

REMARKS:

GENERAL - Suggested real estate acquisition steps for Federally funded projects. Table of Contents for the Sponsor booklet.

PLANNING - Preliminary real estate work involving surveys, legal descriptions, tract ownership maps, and landowner contact.

- Milestones - Real Estate milestone chart
- RightEntry - Right-of-Entry for Survey and Exploration
- Cont-CorpsSponsor - Agreement between the Corps and the Sponsor for the Corps to perform the real estate acquisition work
- InitialContact - Initial notification of project to owner
- RightConstruct - Right-of-Entry for Construction
- TitleComp - Letter to title company requesting initial title search

ESTATES - Accepted Justice Department language for the interests to be acquired in the project.

APPRAISAL - Market value of the interest to be acquired for the project. Appraiser performing valuation must be pre-approved by the Corps.

- Cont-Appraiser - Contract with appraiser
- WaiverGuide - Guidance on the applicability of appraisal waivers
- Waiver - Waiver to do appraisal
- Donation - Owner decides to donate
- ShortForm - Short form appraisal for parcels \$2500 or less which would not be included in the Waivers
- High&BestUse - Example of Highest and Best Use discussion for extensive appraisals

ACQUISITION - The negotiation, closing, or condemnation stages of the real estate requirements.

- OfferLetter - Letter offering the owner the just compensation for the required project interests. Such amount cannot be less than the approved appraisal.
- Cont-PermEase - Permanent easement contract
- Easement - Easement Deed (conveyance of interest)
- PurchaseAgmt - Agreement with owner to buy parcel in fee.
- Deed - Conveyance of fee interest by owner
- NegotatReport - Report of contacts and discussions held with owner. Helpful if parcels proceed to condemnation.

RELOCATION - Occurs when displacing individuals or businesses from the project area.

NotifyLetter - This notifies relocatee of project and potential relocation.

PrelimData - Assists in gathering data regarding relocatee's benefits.

Comparables - Comparison chart between displaced site and relocations available in the market. Helps to determine relocation benefits.

Offer - Letter to the displacee indicating the benefits available to them.

Agreement - Agreement concerning benefits.

IndividualMove - Claim for individuals who move either actual costs or a fixed chart amount.

RentalAssist - Claim for rental assistance for individuals renting a replacement dwelling.

DownpaymentAssist - Claim for downpayment assistance when a tenant purchases a replacement dwelling.

Replacement - Claim of owners' benefits for replacement dwelling.

Bus-ActualMove - Claim for business benefits when an itemized documentation is used.

BusinessMove - Claim used when the business files for a fixed rate based on average net income.

LERRDs - (Lands, Easements, Rights of Way, Relocations, and Disposals) Sponsor certifies real estate availability and obtains credit for project work.

Attorney-Cert - Sponsor Attorney's certification that all real estate interests for project have been obtained.

Entry-Cert - Right of Entry from Sponsor for Corps personnel and contractor to proceed unto project lands and construct project.

Credit-Criteria - Listing of record keeping suggestions and documents required for crediting purposes.

Credit-Acquisition - Claim for crediting of acquisition interests.

Credit-Relocation - Claim for crediting of residential and business relocations.