Grand River Ecosystem Restoration Study

Final Integrated Feasibility Report and Environmental Assessment

Appendix E: Real Estate Plan

October 2020

US Army Corps of Engineers ®
Kansas City District

This Page Intentionally Left Blank

REAL ESTATE PLAN
GRAND RIVER BASIN
ECOSYSTEM RESTORATION PROJECT
LINN COUNTY, LIVINGSTON COUNTY, CARROLL COUNTY AND CHARITON COUNTY, MISSOURI

This Real Estate Plan (Plan) was developed in support of the Feasibility Study for the Grand River Basin Ecosystem Restoration Project (Project) authorized by the 108th Congress 2nd Session on June 23, 2004. The purpose of this Plan is to include information on any real estate activities that may be involved for the Project. The Project is in Linn, Livingston, Carroll, and Chariton Counties, Missouri, all within the Grand River Basin.

1. Purpose:
The Missouri Department of Conservation (MDC) and the Missouri Department of Natural Resources (MDNR), who are the Non-Federal Sponsors (NFS), requested USACE assistance to develop and construct an ecosystem restoration project in the vicinity of the Grand River Basin. Along with the formal NFS there are a number of contributing partners: the Missouri Department of Transportation (MoDOT), U.S. Fish and Wildlife Service (USFWS), USDA-Natural Resource Conservation Service (USDA-NRCS), U.S. Environmental Protection Agency (EPA), and U.S. Geological Survey (USGS). These agencies have actively participated in the creation of this Plan.

The Grand River Watershed is the largest Missouri watershed north of the Missouri River and drains across 7,900 square miles in southern Iowa and north central Missouri. In the 1900's, hundreds of miles of channels within the Grand River Basin were realigned to facilitate agricultural development which caused, progressive instability of the watershed, loss of high value habitat, and continually threatened infrastructure. The Grand River Watershed has experienced degradation of aquatic habitat, bottomland forest habitat, wet prairie habitat, and other wetlands due to the combined effects of the widespread stream channelization, upstream degradation, excessive downstream aggradation, altered hydrology and hydraulics, channel piracy, and management and infrastructure development. The Feasibility Study examined alternatives within the Locust Creek, Yellow Creek, and Fountain Grove areas. The Yellow Creek area was screened out of USACE's tentatively selected plan for the study because the best alternative for the area was a setback of one of the levees owned by the USFWS. Since the levee and the encompassed property were all owned by the USFWS it was determined that the sponsor should work with the USFWS to perform the setback as part of a broader federal investment in the Grand River Basin.

The proposed Project addresses channel aggradation, floodplain aggradation, vegetation damages, and excessive sediment deposition within the Locust Creek and Fountain Grove areas that is destroying the local ecosystem. The Locust Creek alternative helps to decrease sedimentation within ecosystem habitat and helps increase flows through a detention basin to capture logs and sediment and restore

historic flow patterns to the eroding creeks within the Grand River Basin. The Locust Creek Alternative will increase quality and quantity of wet prairie, emergent wetlands, bottomland forest, and aquatic riverine habitat. The Fountain Grove Alternative will maximize management capability of wetlands, provide operational ability to move water off the site efficiently, and limits the sediment deposition within Fountain Grove. The Fountain Grove Alternative will also increase quality and quantity of emergent wetlands and bottomland forest.

This Real Estate Plan was created to determine the lands, easements, rights of way, relocation and disposal areas required for the construction, operation and maintenance of this Project.

2. Description of Lands, Easements, Rights of Way, Relocation and Disposal (LERRD):

The real estate required for the Project consists of two separate areas within the Grand River Basin; the first is Fountain Grove and the second is Locust Creek.

A portion of the Fountain Grove Area is owned by MDC. The measures proposed in the Fountain Grove area include: levee raises, removing levees, reforming pools, bank armoring, creating sinuous channels and distribution channels. Fee title is required for operation and maintenance of all ecosystem restoration features such as: levee raises, reforming pools, creating sinuous channels and distribution channels. These features do not overlap with any other required estate for the implementation of this project. Temporary Work Area Easement will be needed for the construction of the Project features. Bank Protection Easements are needed to armor the bank of an adjacent landowner to support the use of an existing outlet structure currently closed which will be opened to help reduce the amount of time it takes to drain the Fountain Grove area. There is a requirement for the acquisition of 2 acres of Utility Easement to run an electrical line to two underground pumps to help reduce the amount of time it takes to drain the Fountain Grove Area. Table 2.1 describes these land requirements further.

TABLE 2.1 – Real Estate Required for Fountain Grove					
Type of Estate	Approximate Acreage	Estimated Costs	Total # of Tracts	# of MDC owned Tracts	# of Privately Owned Tracts
Fee	259	$673,400	15	15	0
Bank Protection Easement	2	$2,600	1	0	1
Temporary Construction	1,754	$912,080	15	15	0
Utility Line Easement	2	$2,600	5	3	2
Utility Relocations		$1,359,980			
Total		$1,590,680			
20% contingency		$318,136			
Total Land		$1,908,816			
Admin + 15%		$221,002			
Total LERRDS		$3,489,825			

Locust Creek measures include a sediment detention basin, a diversion berm, the dredging of Locust Creek through Pershing State Park, creating spoil berms with the dredged material within Pershing State Park, removing a levee within Pershing State Park, and 316 upstream bank stabilization actions to reduce approximately 50,000,000 cubic feet of sediment within the Grand River Basin. Fee title will be required for all ecosystem restoration measures within Locust Creek including the sediment detention basin, diversion berm dredging, spoil berms, and levee removal. The Sediment Basin also has P.L. 91-646 relocation expenses for farm equipment included to ensure that the private landowners will be compensated for any potential farm equipment in the sediment basin area. These features do not overlap with any other required estate for the implementation of this project. Bank Protection Easements for the upper stream bank stabilization actions will be utilized to decrease sedimentation. It is currently estimated these will take place throughout 316 sites within the channels of the upper Grand River Basin, but the specific locations will not be identified until Preliminary Engineering Design (PED) phase. The bank protection easement sites can achieve the desired results with approximately 15 miles of bank stabilization in an area that consists of approximately 521 miles of perennial stream that is usable for the effort. This is further discussed in Appendix C-3 Sediment Reduction and Risk and Uncertainty Section 6.0. All real estate costs including contingency for the bank stabilization sites have been included into the construction costs and are further broken down in Section 4.9 Risk and Uncertainty of the Main Report. Flowage Easements from adjacent landowners will be required to mitigate induced flooding impacts. The current H&H model indicated the extents of a 100-year flood event and limits extents were used to determine the footprint of the Flowage Easement. Due to the limited modeling done for the inundated area it was determined that a conservative approach would be used and

Flowage Easement (Permanent Flooding) would be required for the 14 parcels impacted. The model will be further refined in the PED stage and the real estate interest required may change. A further discussion on the taking's analysis performed for is in Section 9 of this REP. Table 2.2 describes the land requirements further.

TABLE 2.2 – Real Estate Required for Locust Creek					
Type of Estate	Approximate Acreage	Estimated Costs	Total # of Tracts	# of MDNR owned Tracts	# of Privately Owned Tracts
Fee	1,835	$4,771,000	24	15	9
Bank Protection Easement	18	$23,400	To be determined in PED	0	To be determined in PED
Flowage Easement	206	$482,040	14	0	14
Total		$5,276,440			
20% contingency		$1,055,288			
Total Land		$6,331,728			
Admin + 15%		$694,858			
Relocation Costs		$554,923			
P.L. 91-646		$225,000			
Total LERRDS		$7,808,336			

FEE.
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.

BANK PROTECTION EASEMENT.
A perpetual and assignable easement and right-of-way in, on, over and across the land hereinafter described for the location, construction, operation, maintenance, alteration, repair, rehabilitation and replacement of a bank protection works, and for the placement of stone, riprap and other materials for the protection of the bank against erosion; together with the continuing right to trim, cut, fell, remove and dispose therefrom all trees, underbrush, obstructions, and other vegetation; and to remove and dispose of structures or obstructions within the limits of the right-of-way; and to place thereon dredged, excavated or other fill material, to shape and grade said land to desired slopes and contour, and to prevent erosion by structural and vegetative methods and to do any other work necessary and incident to the project; together with the right of ingress and egress for such work; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however to existing easements for public roads and highways, public utilities, railroads and pipelines.

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

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 maintenance of the project as authorized by the Act of Congress approved _____, and the continuing right to clear and remove and 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; 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.

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.

3. LERRD Owned by Non-Federal Sponsor:
The Non-Federal Sponsor owns portions of the land within the project area. The NFS owns approximately 2,013 acres within the Fountain Grove portion of the project. It is estimated that the NFS owns approximately 246 acres of the project footprint for the Locust Creek portion of the project. The NFS will receive credit for lands provided for the Project and there is no matter of policy that does not allow credit to be afforded the Non-Federal Sponsor for lands provided for the project per paragraph 12-38.

4. Non-Standard Estates:
No non-standard estates will be proposed for this project area.

5. Existing Federal Project in area:
The Yellow Creek area encompasses the Swan Lake National Wildlife Refuge and is owned by the United States Fish and Wildlife Service (USFWS). Yellow Creek is within the Grand River Basin and USACE examined the possibility of performing work within this area to be included as a part of the Feasibility study. The area was removed from the proposed Project because it was determined that the setback of a USFWS levee was the only feasible alternative within the area and since USFWS is a Federal Agency it would be best for the Sponsor to work with USFWS as part of a broader Federal investment in the Grand River Basin.

The Natural Resource Conservation Service (NRCS) holds 14,000 acres of Wetlands Reserve Program Easements within the Project study area. They have been a partner with USACE on the development of this Project and agree with the TSP alternatives. NRCS has agreed to work with the Project on any lands where a shared interest exists. The current alternatives work in tandem with the purposes of the NRCS owned Wetland Reserve Program Easements and will only work to the benefit of the current use of those Easements. The current alternatives will not impact these Easements or require the displacement of the NRCS owned interests.

6. Federally Owned Land in Project Area:
The USFWS owns the Swan Lake National Wildlife Refuge which is approximately 10,795 acres and is encompassed in the Yellow Creek Area, southeast of the proposed Project. The NRCS owns 14,000 acres of Wetlands Reserve Program easements within the focused Project area. The NRCS has been a stakeholder in this Project and is aware and supportive of Project features which take place on their easements.

7. Navigational Servitude:
Navigational Servitude does not apply to this Project because the Grand River is not a navigable river.

8. Real Estate Map:
Maps of the proposed Project areas are attached in Exhibit “A”.

9. Flooding Induced by Project:
There will be some induced flooding on 14 adjacent private parcels as a result of this Locust Creek portion of the Project. The preliminary takings analysis performed determined that due to the depth, duration and frequency of the impacts, flowage easements would be necessary for the identified properties. Flowage easements will be acquired from these landowners to mitigate damages associated with the induced flooding. The H&H model showing induced impacts is based on a 1% event. Real Estate, Office of Counsel, and H&H determined that a conservative approach should be taken and a Flowage Easement with permanent inundation would be acquired for these 14 parcels. H&H have indications of areas outside of the existing model that may have potential impacts, but they could not be modeled at this time. Within the existing model footprint there are further potential impacts, but the model is sensitive to any changes that may occur to the design downstream and are potential showing impacts where none exist. It was determined from the preliminary takings analysis that the flowage easements shall be obtained in the areas where inundation can be positively ascertained. Further modeling will be performed in PED to determine the final extents and impacts of the inundation.

10. Baseline Cost Estimate on Acquisition of LERRD:
Per Policy Guidance Letter 31, a brief gross appraisal for Fee Simple Title, Temporary Work Area, Bank Protection Easements, Permanent Flooding Flowage Easements, and a Utility Line Easement was conducted by a CENWK-RE Review Appraiser. 91-646 relocation expenses were estimated based on the maximum allowable expenses under the act. The NFS will receive credit for lands provided for the Project and there is no matter of policy that does not allow credit to be afforded the Non-Federal Sponsor for lands provided for the project per paragraph 12-38.The Costs of the project are under 30% of total project costs. Costs are as follows:

TABLE 10.1 - Baseline Cost Estimate Grand River Basin	
Type of Costs	Total Costs
Land Value Estimate	
Fee	$5,444,400
Bank Protection Easement	$26,000
Temporary Work Area Easement	$912,080
Flowage Easement (Permanent Flooding)	$482,040
Utility and/or Pipeline Easement	$2,600
Total Land Value Estimate	6,867,120
20% Contingency	$1,716,780
Total Real Estate Acquisition Costs w/ Contingency	$8,240,544
Utility/Facility Relocation Costs	
Utility Relocation	$1,474,475.31
23% Contingency	$440,427.69
Total Utility/Facility Relocation w/ Contingency	$1,914,903
91-646 Relocation Expenses	
Relocation Assistance	$225,000
Total 91-646 Relocation Expenses	$225,000
LERRD Administrative/Incidental Costs	
Non-Federal Sponsor Incidental Costs	$796,400
Total Incidental Costs	$796,400
15% Contingency	$119,460
Total Incidental Costs w/ Contingency	$915,860
Total LERRDS Costs for Project	$11,298,161

Federal Incidental costs with 15% contingency are estimated at $143,750. These costs include but are not limited to site visits, review of submitted documents for crediting, meetings with the Non-Federal Sponsor, etc.

Non-Federal Incidental Costs include costs associated with acquiring the required LERRD's for the Project. These costs include but are not limited to appraisals, surveys, personnel labor, etc.

The USACE Project First Cost is estimated to be $117,496,000 which makes the real estate portion less than 10% of the total Project cost. Additional details on the on the full project cost are in the Cost Estimating Appendix F.

11. Relocation Assistance (P.L. 91-646):
There are potentially displaced persons, businesses, or farms entitled to relocation assistance as defined in the uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended (Public Law 91-646) necessary for this Project. The nine parcels impacted within the Locust Creek alternative Sediment Basin

have been determined as potentially being able to receive compensation for the relocation of any farm equipment within the project area not to exceed $25,000 per parcel with a grand total of $225,000. There are currently no known habitable structures within the Project footprint and the relocation expenses will be for any farm equipment or real property currently within the project footprint.

12. Mineral Activity Impacted Present/Future:
There is no current or anticipated mineral activity in the vicinity of the proposed Project.

13. Assessment of Non-Federal Sponsor Legal Capability:
The assessment of Non-Federal Sponsor's Real Estate Acquisition Capability Checklist is attached as Exhibit "B".

14. Zoning Ordinances Considered in Support of LERRD Requirements:
There are no zoning ordinances proposed in connection with the Project.

15. Reasonable, Detailed, & Coordinated Timeline for LERRD Acquisition:
The following are proposed milestones for real estate acquisition once a notice to proceed with acquisition has been provided to the NFS. The Sponsor has 22 parcels to acquire for this Project which the timeline reflects for a duration of 39 months. There is a 24-month period for negotiation built into the current timeline since Missouri is not a "quick take" authority state. It was determined that a 2-year negotiation period would be used to ensure that the Sponsor has enough time to obtain the necessary real estate.

survey and mapping - six months
preliminary title - six months
appraisal - nine months
negotiation – two years
LERRD certification - six month

16. Facility/Utility Relocation:
Farmers Electric Cooperative owns an underground powerline that will require relocation within the Fountain Grove Area footprint. It exists in an existing levee that will be removed due to the current design of the Project and will have to be relocated over to a different levee to maintain the functionality of the underground power line. The current estimated relocation expense is $461,889.

Farmers Electric Cooperative owns a second above ground powerline that will require relocation within the Fountain Grove Area footprint. It will need to be relocated due to some realignment of the existing levees. The current estimated relocation expense is $898,118.

Liberty Utility Company owns an underground gas line that will require relocation within the Locust creek Area footprint. The sediment basin portion will require an up and over above a levee to maintain the operation of the gas line. The current estimated relocation expense is $556,750.

17. Impact of HTRW:
A formal phase 1 environmental assessment has not been completed at this time because no observations or findings were identified to indicate any previous contamination of any kind, or waste dumping activity during a search of State and Federal Databases. USACE has no reason to believe that there is any presence of any HTRW materials or special category wastes in the area, located either above or below ground on the site or within the river bed, or within the river banks. The local sponsors have no information knowledge or expectation that there will be any contamination or waste dumped within or near the construction easement. Information from MDC, MDNR, and the EPA database searches revealed no indication of any contamination sites in the project area.

18. Opposition/Support of Project by Local Landowners:
At this time three public scoping meetings have been held on September 12, 2017, September 13, 2017, and September 14, 2017 to discuss the Project with local landowners. A thirty day comment period closed on October 14, 2017 and we received comments ranging from general statements of support for the project, suggestions of where to best put the flows coming out of the area, and concerns about impacts to bridges and the log jams currently being experience in the area. The Sponsor had a landowner meeting on December 4, 2019 to discuss with potential impacted landowners to gauge support for the Project. The four landowners who attended and additional landowners contacts voiced various concerns about potential valuation concerns, but the Sponsor stated that the consensus was “neutral” toward the project.

19. Notification to Non-Federal Sponsor of Early Acquisition of LERRD:
The NFS has been heavily involved in the creation of this report and is aware of the risks associated with acquiring land before the execution of the Project Partnership Agreement (PPA). A risk letter was prepared and sent in October 2019.

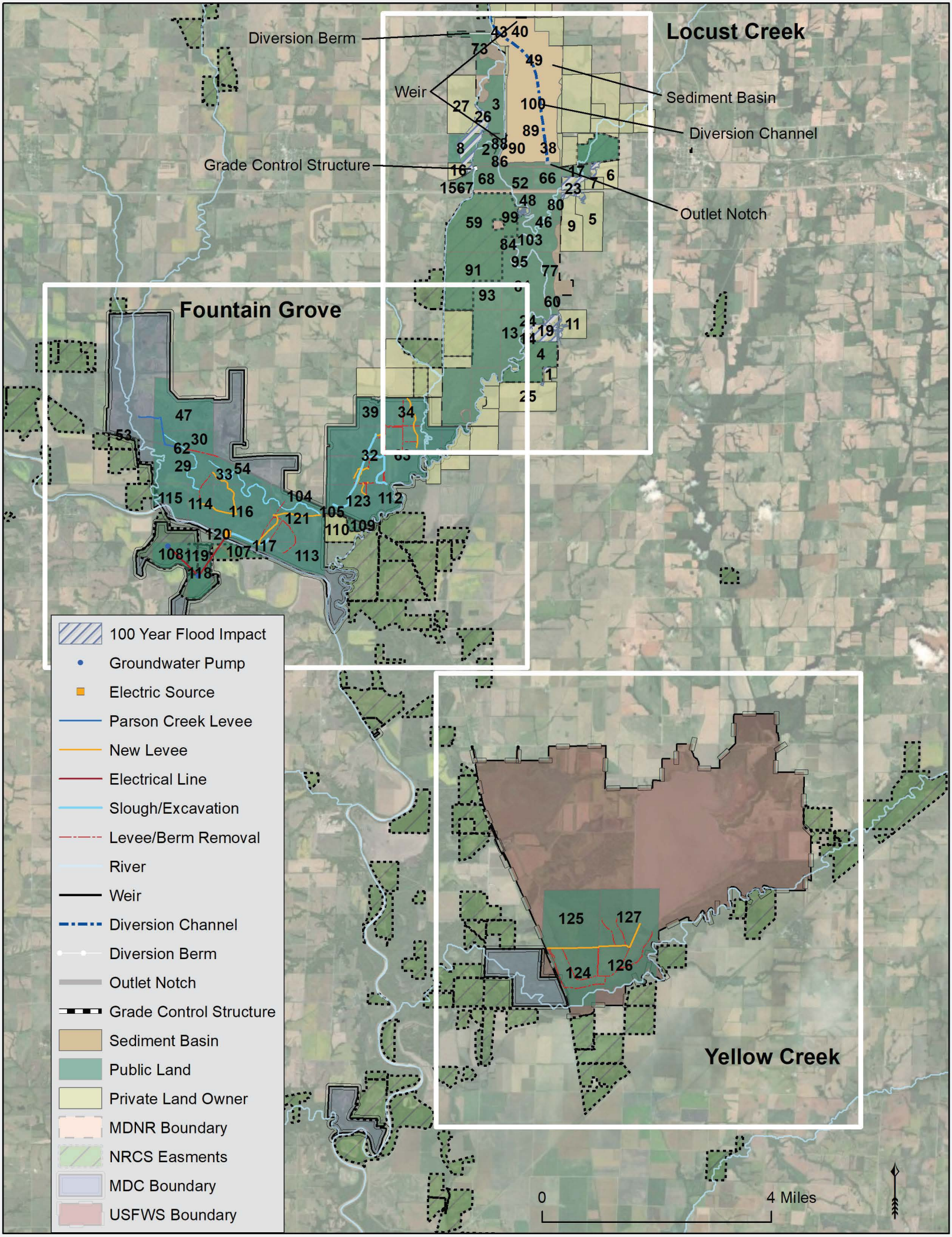
20. All other Real Estate Issues:
The Real Estate Plan has been developed with the best available information at the time of publication. This Plan is subject to change as the project is refined and updated.

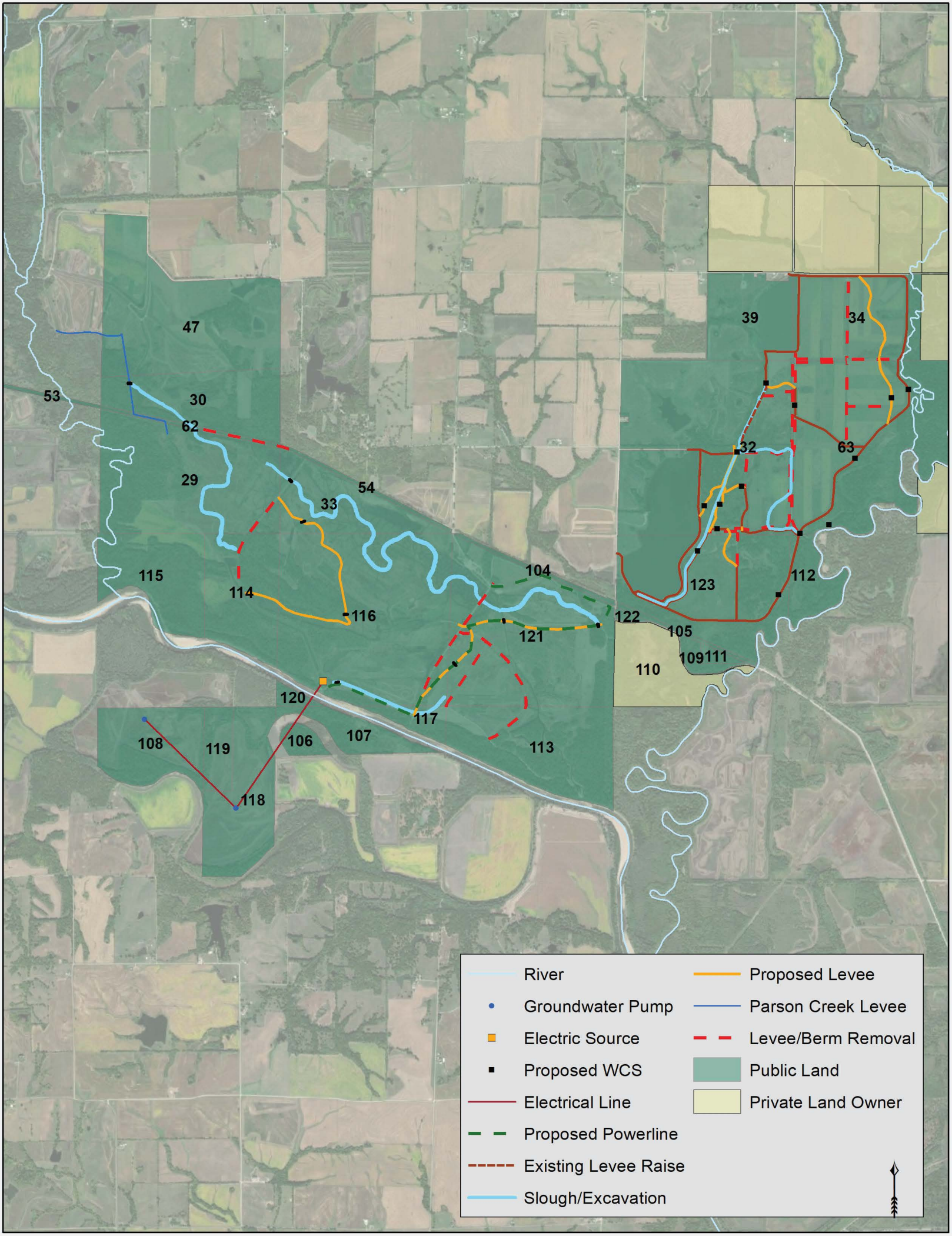
GRAND RIVER BASIN ECOSYSTEM RESTORATION PROJECT, LINN, LIVINGSTON, CARROLL AND CHARITON COUNTY, MISSOURI ECOSYSTEM RESTORATION PROTECTION PROJECT

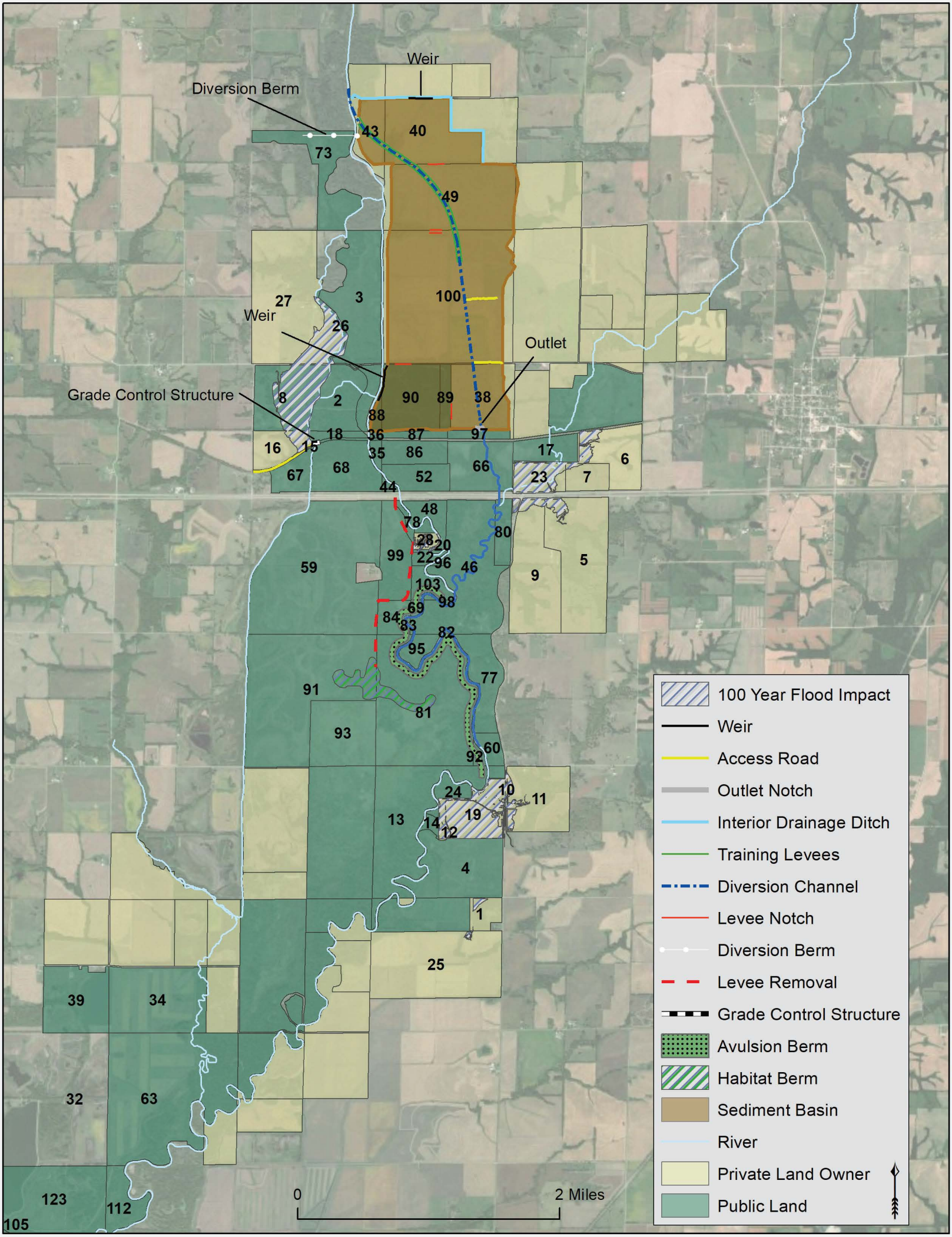
LINN, LIVINGSTON, CHARITON AND CARROLL COUNTY, MISSOURI

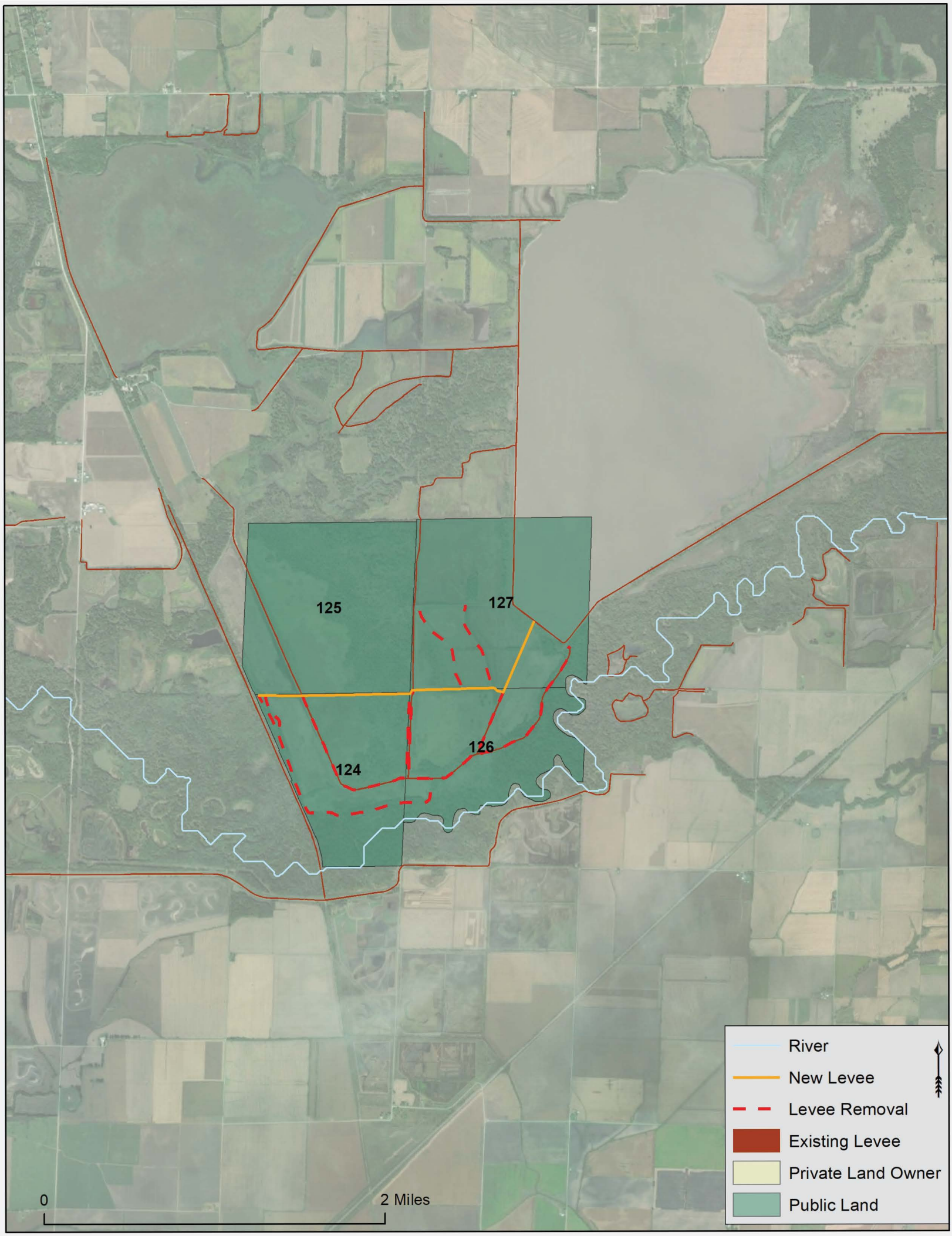
PROJECT MAP

EXHIBIT A


Locust Creek
Fountain Grove
Yellow Creek
Diversion Berm
Weir
Grade Control Structure
Sediment Basin
Diversion Channel
Outlet Notch
100 Year Flood Impact
Groundwater Pump
Electric Source
Parson Creek Levee
New Levee
Electrical Line
Slough/Excavation
Levee/Berm Removal
River
Weir
Diversion Channel
Diversion Berm
Outlet Notch
Grade Control Structure
Sediment Basin
Public Land
Private Land Owner
MDNR Boundary
NRCS Easments
MDC Boundary
USFWS Boundary
0
4 Miles


47
53
30
62
29
54
33
115
114
116
104
122
121
39
34
32
63
123
112
105
109
111
110
120
117
107
108
119
106
118
113
River
Groundwater Pump
Electric Source
Proposed WCS
Electrical Line
Proposed Powerline
Existing Levee Raise
Slough/Excavation
Proposed Levee
Parson Creek Levee
Levee/Berm Removal
Public Land
Private Land Owner


Weir
Diversion Berm
Weir
Outlet
Grade Control Structure
0
2 Miles
100 Year Flood Impact
Weir
Access Road
Outlet Notch
Interior Drainage Ditch
Training Levees
Diversion Channel
Levee Notch
Diversion Berm
Levee Removal
Grade Control Structure
Avulsion Berm
Habitat Berm
Sediment Basin
River
Private Land Owner
Public Land


125
127
124
126
River
New Levee
Levee Removal
Existing Levee
Private Land Owner
Public Land
0
2 Miles

FID	MapID	PARCEL_ID	LAND_ACRES	SHAPE_Area	Calc_Acres
0	1	639820401	35.7	36.58247719	36.58247719
1	2	639820782	191.27	103.5079701	103.5079701
2	3	639821711	0	208.8134267	208.8134267
3	4	639823724	195	191.2171246	191.2171246
4	5	639823828	267.9	266.7510466	266.7510466
5	6	639823867	118	115.8578033	115.8578033
6	7	639823869	50	44.00278352	44.00278352
7	8	639823907	68.22	155.4514165	155.4514165
8	9	639822184	212.2	212.7755495	212.7755495
9	10	639822476	151	1.048272654	1.048272654
10	11	639822477	151	150.9669587	150.9669587
11	12	639826125	6.1	5.469213154	5.469213154
12	13	639826126	282	268.8768706	268.8768706
13	14	639826127	282	9.566584779	9.566584779
14	15	639824916	12.6	11.42008398	11.42008398
15	16	639827694	77.5	64.37910311	64.37910311
16	17	639827979	63.12	62.0443994	62.0443994
17	18	639827282	189.26	15.91918831	15.91918831
18	19	639827858	109	107.8013996	107.8013996
19	20	639829779	1.2	1.241527885	1.241527885
20	21	639829835	155	155.3723405	155.3723405
21	22	639830155	22	21.7013657	21.7013657
22	23	639829911	57	56.56022272	56.56022272
23	24	639828699	35	28.06655048	28.06655048
24	25	639828762	315.5	326.5371733	326.5371733
25	26	639831277	0	11.52279515	11.52279515
26	27	639831278	365.39	367.3357433	367.3357433
27	28	639830663	15	13.92127877	13.92127877
28	29	639820242	623	411.5047744	411.5047744
29	30	639820243	623	204.2927654	204.2927654
30	31	639820310	23.24	21.88956426	21.88956426
31	32	639820808	660	649.2140229	649.2140229
32	33	639820810	450	166.106567	166.106567
33	34	639820734	240	238.3772971	238.3772971
34	35	639820765	14	10.26726006	10.26726006
35	36	639820766	14	2.88484593	2.88484593
36	37	639820767	14	0.41899164	0.41899164
37	38	639820781	153.8	156.7006912	156.7006912
38	39	639821117	160	158.9553361	158.9553361
39	40	639821645	193	205.1381984	205.1381984
40	42	639823245	317	0.620105032	0.620105032
41	43	639824150	88.26	78.86003935	78.86003935
42	44	639822452	6	5.194042607	5.194042607
43	46	639822492	317	293.0481743	293.0481743
44	47	639825412	404	427.5928848	427.5928848
45	48	639825914	46	39.94031516	39.94031516

46	49	639825918	320	325.3014648	325.3014648
47	52	639825816	63	61.4738454	61.4738454
48	53	639825572	3.9	12.93383407	12.93383407
49	54	639825573	13.7	13.56955903	13.56955903
50	56	639826126	282	268.8768706	268.8768706
51	57	639824299	48	48.54732861	48.54732861
52	58	639824538	97.5	92.85029199	92.85029199
53	59	639824306	550.52	554.7287511	554.7287511
54	60	639825083	26.1	24.76912811	24.76912811
55	61	639824640	116	0.003044185	0.003044185
56	62	639825012	12.8	12.96138703	12.96138703
57	63	639824693	541	526.6875726	526.6875726
58	64	639824916	12.6	11.42008398	11.42008398
59	65	639827694	77.5	64.37910311	64.37910311
60	66	639827946	122	118.4873228	118.4873228
61	67	639827280	189.26	48.59812831	48.59812831
62	68	639827281	189.26	119.0617191	119.0617191
63	69	639827992	6.2	6.085729941	6.085729941
64	70	639827282	189.26	15.91918831	15.91918831
65	71	639827347	1.15	1.231797636	1.231797636
66	72	639827183	19.48	16.64257689	16.64257689
67	73	639826641	145.3	139.3287915	139.3287915
68	76	639829779	1.2	1.241527885	1.241527885
69	77	639829781	141	96.17122995	96.17122995
70	78	639830154	8.2	6.280782983	6.280782983
71	79	639830155	22	21.7013657	21.7013657
72	80	639831239	40	40.08067676	40.08067676
73	81	639831725	431	423.0125458	423.0125458
74	82	639831726	1.5	0.738989821	0.738989821
75	83	639831728	1	0.62923716	0.62923716
76	84	639831730	39	40.4922095	40.4922095
77	86	639831536	70	57.53617062	57.53617062
78	87	639831537	70	17.71269356	17.71269356
79	88	639831614	16	13.93043432	13.93043432
80	89	639831615	27	26.94061491	26.94061491
81	90	639831617	128	144.1752766	144.1752766
82	91	639831636	469	479.800166	479.800166
83	92	639831642	9.8	8.048515733	8.048515733
84	93	639831644	167	161.3564612	161.3564612
85	94	639831697	204.7	0.001354222	0.001354222
86	95	639831700	32	28.50014824	28.50014824
87	96	639831039	4	2.463739149	2.463739149
88	97	639830557	24.2	21.21978032	21.21978032
89	98	639830590	2.6	1.529080801	1.529080801
90	99	639830335	106	105.2113427	105.2113427
91	100	639831176	640	646.3562564	646.3562564
92	101	639830663	15	13.92127877	13.92127877

93	102	639830446	2	1.872912176	1.872912176
94	103	639830986	37	33.58358408	33.58358408
95	104	1041518234	12.86	12.58981845	12.58981845
96	105	1041518235	12.49	12.49106	12.49106
97	106	1041519204	95.6	24.75470592	24.75470592
98	107	1041519205	95.6	68.62403543	68.62403543
99	108	1041519206	170.4	167.0075103	167.0075103
100	109	1041518537	157	20.46180183	20.46180183
101	110	1041518574	157	143.998895	143.998895
102	111	1041517063	11.78	11.14275607	11.14275607
103	112	1041513383	70.076	70.07816618	70.07816618
104	113	1041513340	272.5015	272.5074188	272.5074188
105	114	1041511694	191.0098	191.0121556	191.0121556
106	115	1041511695	175.115	185.0669825	185.0669825
107	116	1041511696	616.2719	616.2820605	616.2820605
108	117	1041511697	37.469	37.46954869	37.46954869
109	118	1041511780	198.4	197.0634518	197.0634518
110	119	1041514930	54	52.67385748	52.67385748
111	120	1041514932	18.3	14.33049732	14.33049732
112	121	1041514037	490.1135	490.1242431	490.1242431
113	122	1041521105	369.5567	5.427755134	5.427755134
114	123	1041521106	369.5567	364.1390362	364.1390362
115	124	1110291201	484.5	437.2318825	437.2318825
116	125	1110291358	642.9	632.0930133	632.0930133
117	126	1110293220	494.9	416.1866951	416.1866951
118	127	1110293069	644	655.9372396	655.9372396

GRAND RIVER BASIN ECOSYSTEM RESTORATION PROJECT, LINN, LIVINGSTON, CARROLL AND CHARITON COUNTY, MISSOURI
ECOSYSTEM RESTORATION PROTECTION PROJECT

LINN, LIVINGSTON, CHARITON AND CARROLL COUNTY, MISSOURI

ASSESSMENT OF NON-FEDERAL SPONSOR REAL ESTATE ACQUISITION CAPABILITY

EXHIBIT B

ASSESSMENT OF NON-FEDERAL SPONSOR'S REAL ESTATE ACQUISITION CAPABILITY MISSOURI DEPARTMENT OF CONSERVATION (MDC)

I. Legal Authority:

a. Does the sponsor have the legal authority to acquire and hold title to real property for project purposes? **Yes.**

b. Does the sponsor have the power of eminent domain for this project? **Yes.**

c. Does the sponsor have "quick take" authority for this project? **No.**

d. Are any of the lands/interests in land required for the project located outside the sponsor's political boundary? **No.**

e. Are any of the lands/interests in land required for the project owned by an entity whose property the sponsor cannot condemn? **No.**

II. Human Resource Requirements:

a. Will the sponsor's in-house staff require training to become familiar with the real estate requirement of Federal projects including P.L. 91-646, as amended? **No.**

b. If the answer to II.a. is "yes", has a reasonable plan been developed to provide such training? **N/A**

c. Does the sponsor's in-house staff have sufficient real estate acquisition experience to meet its responsibilities for the project? **Yes.**

d. Is the sponsor's projected in-house staffing level sufficient considering its other work load, if any, and the project schedule? **Yes.**

e. Can the sponsor obtain contractor support, if required, in a timely fashion? **Yes.**

f. Will the sponsor likely request USACE assistance in acquiring real estate? **No.**

III. Other Project Variables:

a. Will the sponsor's staff be located within reasonable proximity to the project site? **Yes.**

b. Has the sponsor approved the project/real estate schedule/milestones? **Yes.**

IV. Overall Assessment:

a. Has the sponsor performed satisfactorily on other USACE projects? **Yes.**

b. With regard to this project, the sponsor is anticipated to be: (Highly, Fully, Moderate, Marginally capable) **Fully.**

V. Coordination:

a. Has this assessment been coordinated with the sponsor? **Yes.**

b. Does the sponsor concur with this assessment? **Yes.**

Prepared by:

THOMAS.SETH.A.1515234620 Digitally signed by THOMAS.SETH.A.1515234620 Date: 2020.08.17 16:08:36 -05'00'

Seth A. Thomas
Realty Specialist, Real Estate Division

Approved by:

HENTSCHEL.PETER.WALLEN.1231271798 Digitally signed by HENTSCHEL.PETER.WALLEN.1231271798 Date: 2020.08.18 10:59:29 -05'00'

Peter W. Hentschel
Chief, Real Estate Division

ASSESSMENT OF NON-FEDERAL SPONSOR'S REAL ESTATE ACQUISITION CAPABILITY MISSOURI DEPARTMENT OF NATURAL RESOURCES (MDNR)

I. Legal Authority:

a. Does the sponsor have the legal authority to acquire and hold title to real property for project purposes? **Yes.**

b. Does the sponsor have the power of eminent domain for this project? **Yes.**

c. Does the sponsor have "quick take" authority for this project? **No.**

d. Are any of the lands/interests in land required for the project located outside the sponsor's political boundary? **No.**

e. Are any of the lands/interests in land required for the project owned by an entity whose property the sponsor cannot condemn? **No.**

II. Human Resource Requirements:

a. Will the sponsor's in-house staff require training to become familiar with the real estate requirement of Federal projects including P.L. 91-646, as amended? **No.**

b. If the answer to II.a. is "yes", has a reasonable plan been developed to provide such training? **N/A**

c. Does the sponsor's in-house staff have sufficient real estate acquisition experience to meet its responsibilities for the project? **Yes.**

d. Is the sponsor's projected in-house staffing level sufficient considering its other work load, if any, and the project schedule? **Yes.**

e. Can the sponsor obtain contractor support, if required, in a timely fashion? **Yes.**

f. Will the sponsor likely request USACE assistance in acquiring real estate? **No.**

III. Other Project Variables:

a. Will the sponsor's staff be located within reasonable proximity to the project site? **Yes.**

b. Has the sponsor approved the project/real estate schedule/milestones? **Yes.**

IV. Overall Assessment:

a. Has the sponsor performed satisfactorily on other USACE projects? **Yes.**

b. With regard to this project, the sponsor is anticipated to be: (Highly, Fully, Moderate, Marginally capable) **Fully.**

V. Coordination:

a. Has this assessment been coordinated with the sponsor? **Yes.**

b. Does the sponsor concur with this assessment? **Yes.**

Prepared by:

THOMAS.SETH.A.1515234620 Digitally signed by THOMAS.SETH.A.1515234620 Date: 2020.08.17 16:09:35 -05'00'

Seth A. Thomas
Realty Specialist, Real Estate Division

Approved by:

HENTSCHEL.PETER.WALLEN.1231271798 Digitally signed by HENTSCHEL.PETER.WALLEN.1231271798 Date: 2020.08.18 11:04:08 -05'00'

Peter W. Hentschel
Chief, Real Estate Division