1. PURPOSE

This Real Estate Plan (REP), prepared in accordance with ER 405-1-12, presents the real estate requirements for the Grand River, Bank Street Section 14 Emergency Shoreline Erosion Protection Project and supports the Detailed Project Report. This Plan is tentative in nature, subject to change, and is preliminary for planning purposes only. The Plan includes estimated land values and costs associated with the acquisition of lands, easements, and rights-of-way, relocations and disposal areas (LERRDs) required for construction and operation and maintenance of the recommended Plan. It also identifies any facility/utility relocations necessary to implement the project.

2. AUTHORITY

Section 14 of the Flood Control Act of 1946, as amended, authorizes USACE to study, design and construct emergency streambank and shoreline works to protect public services including (but not limited to) streets, bridges, schools, water and sewer lines, National Register sites, and churches from damage or loss by natural erosion. This program is designed to implement projects to protect public facilities and facilities owned by non-profit organizations that are used to provide public services that are open to all on equal terms. These facilities must have been properly maintained but be in imminent threat of damage or failure by natural erosion processes on stream banks and shorelines, and must be essential and important enough to merit federal participation in their protection. Section 14 falls within the Continuing Authorities Program (CAP), which focuses on water resource related projects of relatively smaller scope, cost and complexity. CAP is a delegated authority to plan, design, and construct certain types of water resource and environmental restoration projects without specific Congressional authorization.

3. NON-FEDERAL SPONSOR

City of Painesville, Lake County, Ohio

4. PROJECT DESCRIPTION

The overall goal of this project is to protect a streambank from further erosion and prevent an eventual failure of the Bank Street infrastructure and associated public utilities. Further streambank erosion at the site could disrupt vehicular traffic, residential access and public utility services for the residential area and require relocation of multiple public utilities including gas, water, sewer, and electric lines.
Stabilizing the streambank adjacent to Bank Street would ensure vehicular safety and the safety of the adjacent public utilities. Without Bank Street, several homeowners would have no access to their property. If the project moves forward and work is conducted, the effects will be positive. The streambank and adjacent infrastructure within the project area would be stabilized long term with a top-of-slope engineered wall.

This Detailed Project Report identified, evaluated, and recommends Alternative 1 (Anchored Steel Sheet Pile Wall) that best meets the planning objectives of comprehensive streambank protection within the study area and is in alignment with the goals of the non-federal project sponsor, the City of Painesville, Ohio.

Construction of this alternative will require limited clearing of vegetation and includes the construction of an anchored sheet pile wall along the approximately 325 LF reach of Bank Street that is currently threatened by bank/slope instability. This alternative would include construction of a steel sheet pile wall approximately 325 feet in length near the top-of-slope. Installation will require sheet pile embedment to a stable depth within the overburden soils or to the top of rock. As described under Section 4.2, the sheet pile wall is designed to stabilize the upper earth slope as the continuing loss of the shale bluff and earth directly above it would not affect the wall in the foreseeable future (i.e. greater than 50 years). This is a top-down construction technique where the majority of construction equipment will operate near the top of slope. Prior to construction of the wall, removal of the existing soil nails and wire mesh reinforcement from the failed soil-nailing repair work will be required.

5. PROJECT LOCATIONS AND MAPS

The project area is located along the west bank of the Grand River directly adjacent to Bank Street within the City of Painesville, Lake County, Ohio. The project area is located near the Bank Street intersection with South State Street, less than one quarter mile south of downtown Painesville. A real estate map is attached to this plan and is identified as “Exhibit A”

6. STANDARD ESTATES

The standard estates used for this project include a Bank Protection Easement for the anchored steel sheet pile wall, and temporary work area easement used during construction. Access will be via public right of way.

BANK PROTECTION EASEMENT 6.0 ACRES

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** 2.0 ACRES

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.

<table>
<thead>
<tr>
<th>Parcel ID</th>
<th>Ownership</th>
<th>Bank Protection</th>
<th>Temp Work Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>City of Painesville</td>
<td>0.650</td>
<td>0.109</td>
</tr>
<tr>
<td>2</td>
<td>City of Painesville</td>
<td>0.100</td>
<td>0.499</td>
</tr>
<tr>
<td>TOTAL</td>
<td>City of Painesville</td>
<td>0.750</td>
<td>0.608</td>
</tr>
</tbody>
</table>

No Disposal Area will be required for this project.

7. **NON-STANDARD ESTATES**

Non-standard Estates are not required for this project.

8. **INDUCED FLOODING**

No Induced Flooding identified.

9. **NAVIGATION SERVITUDE**

Navigational servitude does not apply.

10. **EXISTING FEDERAL PROJECTS**

There are no existing Federal projects that lay fully or partially within the project area.
11. FEDERAL-OWNED LAND

There is no federally owned land within the project area.

12. SPONSOR-OWNED LAND

The NFS owns all lands required for construction, operations, and maintenance of the project to include the ROW therefore, no additional acquisition is necessary at this time.

13. ENVIRONMENTAL CONSIDERATIONS

USACE has performed a Phase I ESA in conformance with the scope and limitations of American Society for Testing and Materials (ASTM) Standard E 1527-13 of the project area. On June 7, 2019, personnel from USACE conducted a site reconnaissance of accessible areas of the project. This assessment has revealed no evidence of recognized environmental conditions in connection with the project area.

14. RELOCATION ASSISTANCE BENEFITS (P.L. 91-646)

No relocation assistance identified.

15. MINERAL/TIMBER ACTIVITY

No extractable minerals are known to exist within the project lands. There is no standing timber.

16. UTILITY/FACILITY RELOCATIONS

The preliminary investigations revealed one (1) temporary utility relocation would be necessary for the project. One (1) powerline will be temporarily relocated during construction. Once construction is completed, the powerline will be replaced with original specifications. The utility relocation was reviewed by the Detroit district Relocation Specialist.

ANY CONCLUSION OR CATEGORIZATION CONTAINED IN THIS REPORT THAT AN ITEM IS A UTILITY OR FACILITY RELOCATION TO BE PERFORMED BY THE NFS AS PART OF ITS LERRD RESPONSIBILITIES IS PRELIMINARY ONLY. THE GOVERNMENT WILL MAKE A FINAL DETERMINATION OF THE RELOCATIONS NECESSARY FOR THE CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PROJECT AFTER FURTHER ANALYSIS AND COMPLETION AND APPROVAL OF FINAL ATTORNEY’S OPINIONS OF COMPENSABILITY FOR EACH OF THE IMPACTED UTILITIES AND FACILITIES.

17. ZONING

Zoning ordinances will not be required for this project. No re-zoning is required to support the project.
18. SCHEDULE

<table>
<thead>
<tr>
<th>Activity</th>
<th>Timeframe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Partnership Agreement Signed by NFS</td>
<td>Day 0</td>
</tr>
<tr>
<td>Real Estate Map Complete</td>
<td>PPA Agreement + 1 month</td>
</tr>
<tr>
<td>Notice to Acquire Sent To NFS</td>
<td>Real Estate Map + 2 weeks</td>
</tr>
<tr>
<td>NFS Begins Acquisition</td>
<td>Notice to Acquire + 2 weeks</td>
</tr>
<tr>
<td>Real Estate Acquisition Complete</td>
<td>NFS Begins Acquisition + 1 month</td>
</tr>
<tr>
<td>Certification of Real Estate</td>
<td>Real Estate Acquisition Complete + 1 month</td>
</tr>
<tr>
<td>Construction Contract Ready To Advertise Date</td>
<td>Certification of Real Estate + 1 Week</td>
</tr>
</tbody>
</table>

Total 5 months + 1 week

19. BASELINE COST ESTIMATE

The estimated costs for this Project are as follows:

<table>
<thead>
<tr>
<th>Type of Estate</th>
<th>Acres</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Protection</td>
<td>0.750</td>
<td>$0</td>
</tr>
<tr>
<td>Temporary Work Area Easement</td>
<td>0.608</td>
<td>$0</td>
</tr>
<tr>
<td><strong>LERRD TOTAL</strong></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>NFS Administration</td>
<td></td>
<td>$5,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Federal Administration</td>
<td></td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

In accordance with ER 405-1-12 Chapter 12, Part 12-38, Item e The valuation of LER for crediting purposes for continuing authority projects constructed pursuant to Section 14 of the Flood Control Act of 1946, as amended, 33 U.S.C. §701r, is the same as for other projects except for cases in which the required LERRD is part of the tract of land that includes the facility or structure being protected. In such cases, the non-Federal sponsor shall not receive credit for the value of LERRD. Because of this, LERRD owned by the NFS and directly related to the protection of Bank Street is not eligible for credit.

The Federal administrative costs are estimated to be $10,000. This estimate cannot be used in determining the amount of land, easements, and rights-or-way plus incidental costs for inclusion in the final total project costs, and may increase or decrease based on actual acquisition and oversight needs.

20. SPONSOR CAPABILITY

The City of Painesville is the NFS for this project and has been determined to be a Fully Capable Sponsor. A copy of the signed and dated Assessment of non-Federal Sponsor’s Real Estate Acquisition Capability is attached. See Exhibit B.
21. PROJECT SUPPORT AND OWNER ATTITUDE/ISSUES

The public as well as the landowners are supportive of the project.

22. SPONSOR NOTIFIED OF RISK OF ADVANCED ACQUISITION

All land needed for the project is owned by the NFS. No risk notification letter is needed at this time.

23. OTHER RELEVANT REAL ESTATE ISSUES

There are no cemeteries within the Project area. No special aquatic sites including wetlands are impacted by the project.

The Great Lakes Real Estate District will coordinate, monitor, and assist with all real estate activities undertaken by the non-Federal Sponsor. If any acquisition activities are required by the non-Federal Sponsor, the Real Estate Division will assure that the acquisition process is conducted in compliance with Federal and State Laws, specifically, the requirements under the Federal Uniform Relocation and Acquisition Act (P.L. 91-646). The Real Estate Division will attend district team meetings, and also review and provide input into draft and final reports prepared by the district team.

Prepared By:

Robert Christie
Realty Specialist
Buffalo, Chicago, & Detroit Districts

Approved By:

ANDREW SHELTON
Chief, Real Estate
Buffalo, Chicago, & Detroit Districts
EXHIBIT A
CAP SECTION 14 GRAND RIVER, BANK STREET
ASSESSMENT OF NON-FEDERAL SPONSOR'S REAL ESTATE ACQUISITION CAPABILITY

Sponsor(s): City of Painesville, Ohio

Authority: Section 14 of the Flood Control Act of 1946

Non-Federal Sponsor Real Estate Contact: Leanne Exum P.E.

I. Legal Authority

a. Does the non-Federal Sponsor have legal authority to acquire and hold title to real property for project purposes?
   Yes__X__No____

   Non-Federal Sponsor is authorized to acquire and own land by authority of being a municipality organized pursuant to the laws of the State of Ohio.

   Note: If NO; who will acquire LERRD? Who will hold title?

b. Does the non-Federal Sponsor have the power of eminent domain for this project?
   Yes_____No_____N/A_X___

   The use of eminent domain is authorized by _________________________________.

   Note: If NO, who will acquire tracts if condemnation is required?

c. Does the non-Federal Sponsor have “quick-take” authority for this project?
   Yes_____No_____N/A_X___

   Non-Federal Sponsor’s “quick-take” authority is authorized by _____________________________.

   Note: If NO; will lack of “quick take” authority impact the project schedule?

d. The non-Federal Sponsor has reviewed the project maps and confirmed that all of the lands/interests in land required for the project are located inside of their political boundary.
   Yes_____No_____N/A_X___
Note: If NO; what is the plan for acquiring? Can the non-Federal Sponsor hold title to land outside of their political boundary?

e. Are any of the lands/interests in land required for the project owned by an entity whose property the non-Federal Sponsor cannot condemn?

Yes _____ No _____ N/A_X_

Note: If YES; what is the plan for acquiring?

f. The non-Federal Sponsor was provided the Local Sponsors Toolkit on __01__/__22__/__2020__. http://www.lrd.usace.army.mil/Portals/73/docs/RealEstate/Non-Federal_Sponsor_Package.pdf

II. Financial Capability

a. The non-Federal Sponsor has reviewed and concurs with the real estate cost estimates.

Yes_X__No_____

Note: If NO; provide the anticipated resolution.

b. It has been established by the responsible district element that the non-Federal Sponsor is financially capable of fulfilling all requirements identified in the Project Partnership Agreement (PPA).

Yes__X__No_____

Note: If NO; is another entity going to provide the non-Federal Sponsor with financial assistance?

III. Willingness To Participate

a. The non-Federal Sponsor has stated in writing its general willingness to participate in the project and its understanding of the general scope of the project and its part of the project.

Yes_X__

Letter of Intent from the NFS dated __09__/__14__/__2017__.

Note: If more than one sponsor is to be involved explain the Real Estate roles of each non-Federal Sponsor.
b. The non-Federal Sponsor is agreeable to signing a project partnership agreement and supplying funding as stipulated in the agreement.

Yes___X___

c. The non-Federal Sponsor understands that it may be necessary to utilize eminent domain authority in order to acquire lands required for this project.

Yes____ No_____ N/A_X_

IV. Acquisition Experience and Capability

a. Taking into consideration the project schedule and complexity, the non-Federal Sponsor has the capability with in-house staffing or contract capability, to provide the necessary services such as surveying, appraising, title, negotiating, condemnation, closings, and relocation assistance that will be required for the acquisition of properties for this project.

Yes_____No_____ N/A_X_

Note: No property acquisition required

b. The non-Federal Sponsor’s staff is familiar with the real estate requirements of Federal projects including P.L. 91-646, as amended.

Yes_____No_____ N/A_X_

Note: If NO; additional funding for USACE training/oversight will be required.

c. The non-Federal Sponsor can obtain contractor support and meet project schedules.

Yes_____No_____ N/A_X_

Note: If NO; does the acquisition timeline account for this?

d. The non-Federal Sponsor’s staff is located within a reasonable proximity to the project site.

Yes___X__No_Nc_____ 

Note: If NO; provide summary of plan to make contact; i.e., project office, travel, local contractors etc.

e. Will USACE assistance likely be requested by the non-Federal Sponsor in acquiring real estate?
Yes_____No_____ N/A_X

Note: If YES; provide a summary of the level of support that will be requested. Will a Memorandum of Agreement be required in accordance with the Project Partnership Agreement?

V. Schedule Capability

The non-Federal Sponsor has approved the tentative project/real estate schedule/milestones and has indicated its willingness and ability to incorporate its financial, acquisition, and condemnation capability to provide the necessary project LERRDs in accordance with proposed project schedules so the Government can advertise and award the construction contract as required by overall project schedules and funding limitations.

VI. LERRD Credits

The sponsor has indicated its understanding of LERRD credits and its capability and willingness to gather the necessary information to submit as LERRD credits in within six months after possession of all real estate and completion of relocations in order that the project can be financially closed and there can be a final financial accounting with a proper settlement with the non-Federal Sponsor.
VII. Capability

With regard to this project, the non-Federal Sponsor is anticipated to be: Fully Capable.

*Note: Choices are: fully capable, moderately capable, marginally capable, and insufficiently capable.*

a. **Fully Capable:** Previous experience. Financially capable. Authority to hold title. Can perform, with in house staff, the necessary services (survey, appraisal, title, negotiation, closing, relocation assistance, condemnation & “quick-take” authority) required to provide LERRD.

b. **Moderately Capable:** Financially capable. Authority to hold title. Can provide, with contractor support, the necessary services (survey, appraisal, title, negotiation, closing, relocation assistance and condemnation authority) required to provide LERRD. Quick-take authority will be provided by ________________________________.

c. **Marginally Capable:** Financially capable. Authority to hold title. Will rely on approved contractors to provide the necessary services (survey, appraisal, title, negotiation, closing, and relocation assistance). Quick-take authority and authority to condemn will be provided by ________________________________.

d. **Insufficiently Capable:** Financially capable. Will rely on approved contractors to provide the necessary services (survey, appraisal, title, negotiation, closing, and relocation assistance). Quick-take authority and authority to condemn will be provided by ________________________________.

Will rely on ________________________________ to hold title.

*Summarize what support will be provided to the non-Federal Sponsor to ensure project success.*
VIII. Coordination

This assessment has been coordinated with the non-Federal Sponsor and it concurs with the assessment.

Yes ___ X ___

This assessment has been coordinated with:
Name: Leanne Exum P.E
Title: City Engineer

Prepared by:
Robert Christie
Realty Specialist

Considering the capability of the non-Federal Sponsor and the ancillary support to be provided by , and identified above, it is my opinion that the risks associated with LERRD acquisition and closeout have been properly identified and appropriately mitigated.

Chief, Real Estate Division
Great Lakes Region

Non-Federal Sponsor Representative:
Signature: 
Name: Monica Jirelan
Title: City Manager
Date: 01/23/20