

**Avon, Indiana  
Section 14**

**Appendix D:  
Real Estate Plan**

# **Real Estate Plan**

**Town of Avon**

**Stream Bank Protection Project**

**Hendricks County, Indiana**

**Continuing Authorities Project, Section 14**

**(P2# 457309)**

**February 2018**



**U.S. Army Corps of Engineers**

**Louisville District**

**Real Estate Division**

## **Purpose of Real Estate Plan**

This Real Estate Plan (REP) will identify the real estate interests required to implement the Town of Avon, Continuing Authorities Program (CAP) - Section 14 Project in accordance with ER 405-1-12, Chapter 12. This REP is tentative in nature and preliminary for planning purposes only. Final real property acquisition lines and estimates of value are subject to change even after approval of the report. This REP will accompany the Detailed Project Report/Environmental Assessment (DPR/EA) of the same name.

## **Project Authority**

This study is authorized by Section 14 of the 1946 Flood Control Act (P.L. 79-526) as amended. Section 14 allows the Corps to study, design and construct emergency stream bank and shoreline protection projects to protect public services including, but not limited to, streets, bridges, schools, churches, water and sewer lines, National Register sites, and other public non-profit facilities from damage and/or loss by natural erosion.

The non-Federal Sponsor is the Town of Avon, Hendricks County, Indiana. A Letter of Intent dated 3 September 2015 was provided by the Sponsor.

## **Project Location, Purpose and Description**

The project is located in the Town of Avon, Hendricks County, Indiana. Avon is situated approximately 13 miles west of the city center of Indianapolis along U.S. Hwy 36, Rockville Road. The project area consists of portions of White Lick Creek and County Road 625 East.

The purpose of the project will be to repair and prevent further erosion of a portion of the east bank of White Lick Creek. The public facility being protected is a portion of County Road 625 East and an underground waterline that is situated between the roadway and the top of bank.

The recommended repair alternative consists of installing a combination of soil nails and 6-inch filter stone under 24" rip-rap along a 475-foot section of the bank of the creek. For a detailed description of the repair measures reference the Main Report and Engineering Appendix. Relocation of the roadway and existing utilities was considered but was found to be cost prohibitive with an initial construction-only cost in excess of \$10M.

## **Lands Required to Implement the Recommended Alternative**

The lands included in the repair site include a portion of the right-of-way of County Road 625 East and a portion of the bank and streambed of White Lick Creek. The right-of-way of County Road 625 East which includes a portion of the creek bank is owned and maintained by the Town of Avon. The creek itself is owned by Washington Township who has agreed to cooperate and provide the non-Federal Sponsor with a perpetual easement over the repair site to facilitate construction and maintenance of the project.

The recommended alternative does not include the placement of soil nails or rip-rap under the existing privately-owned railroad bridge. However, the area under the bridge will be required to be part of the contractor work limits to provide access to the area north of the bridge abutment. It is anticipated that the non-Federal Sponsor will need to obtain a consent to easement (or similar) from CSX to facilitate construction and future maintenance of the repair site. The railroad bridge is not a public facility and protection of the bridge abutments is not included in the recommended alternative.

Preliminarily, the contractor staging area will be located within the right-of-way of County Road 625 and will require the temporary and intermittent closure of one or both travel lanes. See Exhibit RE-1 attached hereto.

## **LERRD Owned by the non-Federal Sponsor**

The non-Federal Sponsor is the owner of the right-of-way of County Road 625 East.

## **Standard Estates**

The standard estate of Bank Protection Easement (Ref. E.C. 405-1-11) will be required to implement the project.

### *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.*

No non-standard estates are anticipated to be necessary to complete the project.

### **Existing Federal Projects**

No Federal projects are located within or near the project area.

### **Navigational Servitude**

White Lick Creek is not a navigable waterway. Navigational Servitude does not apply to this project.

### **Induced Flooding**

The impacts of the repairs on White Lick Creek's flow and storage characteristics are minimal. The project is not expected to induce flooding in the project area.

### **Public Law 91-646 Relocation Assistance Benefits**

No residences or businesses require relocation assistance as a result of the proposed project.

### **Facility/ Utility/ Cemetery Relocations**

No cemeteries or public facilities/utilities are required to be relocated as a result of the proposed project.

### **Environmental Considerations**

All required environmental assessments, evaluations, and documentation (National Environmental Policy Act (NEPA), Section 404, Endangered Species, Cultural Resources Section 106, Executive Order (EO) 11988) will be conducted during the Engineering & Design phase of the proposed project. The environmental compliance review will be completed prior to commencement of construction activities. An Environmental Assessment has been prepared as part of the Detailed Project Report. A Finding of No Significant Impact (FONSI) statement will be executed prior to commencement of any construction activities.

### **Non-Federal Sponsor Responsibilities**

In accordance with the Project Partnership Agreement (PPA), the non-Federal Sponsor will be required to furnish all lands, easements, rights-of-way, and suitable borrow and dredged, or excavated material disposal areas, and perform all utility/facility relocations determined by the Government to be necessary for construction, operation, and maintenance of the project. All lands, easements and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the solicitation of that construction contract. The non-Federal Sponsor will be required to conduct real estate acquisitions in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646), as amended. The non-Federal Sponsor will be required to document its ownership of the project's real estate requirements and provide an Authorization-for-Entry-for-Construction.

### **Capability Assessment**

A detailed non-Federal Sponsor Capability Assessment has been completed and is attached hereto. It has been determined that the Town of Avon, Indiana is fully capable of performing the Real Estate acquisition requirements the proposed project.



 **CONTRACTOR WORK LIMITS  
(PRELIMINARY)**



**TOWN OF AVON  
HENDRICKS COUNTY, IN  
CAP SECTION 14  
BANK STABILIZATION PROJECT**



**US ARMY ENGINEER DISTRICT  
LOUISVILLE DISTRICT CORPS OF ENGINEERS  
REAL ESTATE DIVISION**

DATE: FEB 2018

SHEET: RE-1

Town of Avon, Indiana - CAP Section 14  
NON-FEDERAL SPONSOR'S REAL ESTATE  
ACQUISITION CAPABILITY ASSESSMENT

Sponsor: Town of Avon, Indiana  
\_\_\_\_\_  
\_\_\_\_\_

Authority:  
CAP Section 14, 1946 Flood Control Act (P.L. 79-526)

Non-Federal Sponsor Real Estate Contact:  
Ryan Cannon  
Public Works Director, Avon, IN  
(317) 272-0948  
rcannon@avongov.org

I. Legal Authority

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

Yes  No

Non-Federal Sponsor is authorized to acquire and own land by authority of  
I.C. 36-1-4-5

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

The use of eminent domain is authorized by I.C. 36-1-4-5

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  Unknown; no impact to project schedule expected.

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

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

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

Section I.   
Realty Specialist

Date: 11 / 3 / 2017

## II. Financial Capability

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

Yes  No  *N/A, no cost estimate was developed at this time.*

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  No

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

Section II.   
Realty Specialist

Date: 11 / 3 / 2017

**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

Letter of Intent from the NFS dated 9 / 3 / 2015.

*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

- c. The non-Federal Sponsor was provided the Local Sponsors Toolkit on 11 / 3 / 2017.

[http://www.lrd.usace.army.mil/Portals/73/docs/RealEstate/Non-Federal\\_Sponsor\\_Package.pdf](http://www.lrd.usace.army.mil/Portals/73/docs/RealEstate/Non-Federal_Sponsor_Package.pdf)

Section III.

  
Realty Specialist

Date: 11 / 3 / 2017

**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  *However, no acquisitions are expected to be required.*

*Note: If work will be done in-house give brief summary, staff size, expertise, experience, etc.*

- 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

*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

*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  No

*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

*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?*

Section IV.

  
Reality Specialist

Date: 11 / 3 / 2017

**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.

Yes  Initials: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

*However, no acquisitions are expected to be required.*

*Note: Address risks to schedule*

Section V.  Date: 11 / 3 / 2017  
Realty Specialist

**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.

Yes  Initials: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

*Note: If a multi-year phased project discuss plan for interim submittals.*

Section VI.  Date: 11 / 3 / 2017.  
Realty Specialist

## 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

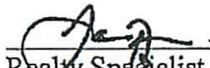
This assessment has been coordinated with:

Name: Ryan Cannon

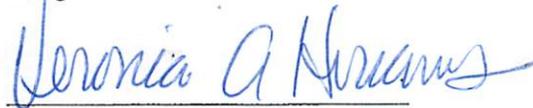
Title: Public Works Director, Town of Avon  
(317) 272-0948

Prepared by:

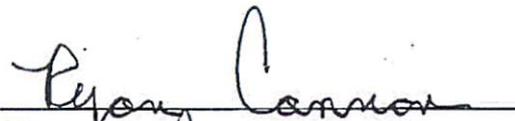
rcannon@avongov.org

  
\_\_\_\_\_  
Realty Specialist

Considering the capability of the non-Federal Sponsor and the ancillary support to be provided by N/A, 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  
Louisville District

Non-Federal Sponsor Representative:

Signature: 

Name: Ryan Cannon

Title: Public Works Director

Date: 2/8/2018