

# **REAL ESTATE APPENDIX D**

**SECTION 206 – CRABTREE SWAMP  
AQUATIC ECOSYSTEM RESTORATION STUDY  
HORRY COUNTY, SOUTH CAROLINA**

# REAL ESTATE SUMMARY

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# **SECTION 1. THE REAL ESTATE REPORT**

## **1.1 Statement of Purpose**

This report is tentative in nature and is to be used for planning purposes only and focuses on the Selected Plan. There may be modifications to the plans that occur during Preconstruction, Engineering and Design (PED) phase, thus changing the final acquisition area(s) and/or administrative and land cost. The Draft Real Estate Appendix is intended to support the Draft Integrated Feasibility Report and Environmental Assessment for the feasibility study and is written to the same level of detail. The author of this report has viewed the project areas. The Horry County Storm Water Management office is the Non-Federal Sponsor (NFS) for the project. Date of this report is May 2020.

## **1.2 Study Authority**

The study authority comes from Section 206 of the Water Resources Development Act of 1996. It provides authority for the U.S. Army Corps of Engineers to carry out aquatic ecosystem restoration and protection projects if the Secretary of the Army determines that the project will improve the quality of the environment and is in the public interest while being cost-effective.

## **1.3 Previous Projects**

In 1964, USACE authorized a project in Crabtree Swamp under Section 208 of the 1954 Flood Control Act, which involves snagging and clearing for flood damage reduction. Construction was completed in 1966. The Section 208 project included snagging and clearing a 50-ft width of Kingston Lake Swamp and Smith Lake Swamp downstream of SC Highway 106, for a total length of approximately one mile. Additionally, approximately 4.5 miles of the channel within the current CAP 206 project area was widened from SC Highway 106 (Long Avenue) to the confluence of Crabtree and Fourmile Swamps. The improved bottom width varied between 10-50 feet (USACE 1982a). A sample of the easements acquired for the original project are attached as Exhibit A.

The project was designed as a flood control and major drainage project that would provide protection from the 3-year storm for the agricultural interests in Horry County, but had insufficient capacity to provide relief to residential areas (USACE 1982a). The Section 208 project had a project life of 20 years, but it is understood that USACE Civil Works projects (including CAP projects) remain authorized until deauthorized by Congress. As such, the Crabtree Swamp Section 208 project remains authorized, resulting in some constraints on the current Section 206 project. In accordance with EP 1105-2-58 and ER 1165-2-119, the current CAP 206 project may be used to improve the existing Section 208 project with the following constraints:

- 1) it shall not impair or substantially change the purposes or functions of the existing Section 208 project;
- 2) it must be targeted to meet the additional Section 206 needs rather than adjustment of the Section 208 project's functions; and
- 3) it shall not nullify or change an existing condition of the non-federal sponsor's responsibilities for the Section 208 project.

### 1.3 Project Location

The study area is in the City of Conway, Horry County, South Carolina (SC). Crabtree Swamp originates northwest of the City of Conway, near Rose Moss Road, flows through Conway and terminates in Kingston Lake which flows into the Waccamaw River. The study area begins at Rose Moss Rd and terminates near the channel’s intersection of Long Avenue. A project location/vicinity map is at Figure 1.3-1.

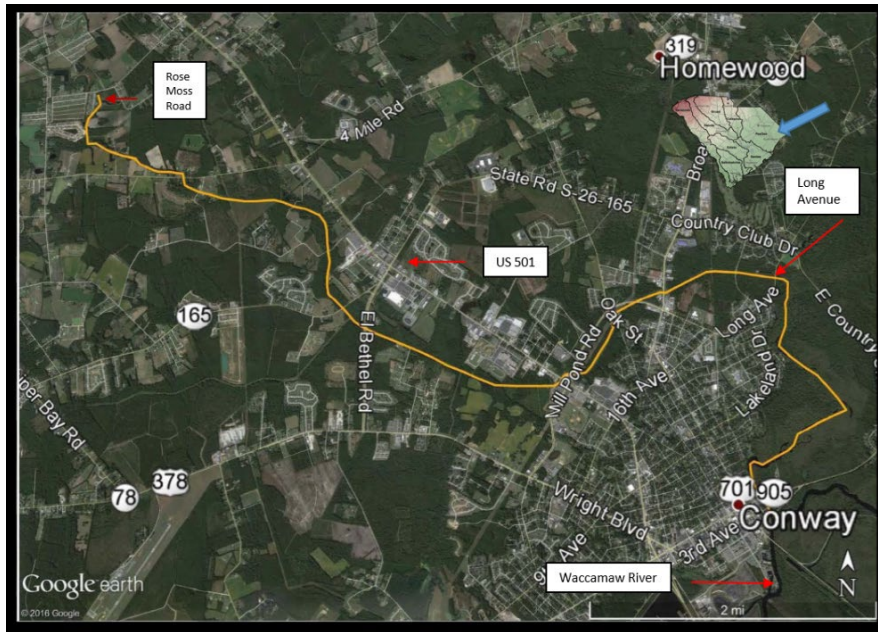


Figure 1.3-1 Project Vicinity/Location

### 1.4 Project Description

The original project was designed for the agricultural interests in Horry County. As more intense urban land uses have replaced agricultural uses, with subsequent increased stormwater runoff, reaches of Crabtree Swamp started to exhibit associated stressors, such as bank failure, erosive channel velocities, incising and scouring, loss of aquatic life habitat, episodic flooding, invasive vegetation, and blockages that prevented aquatic life passage. Historic channel improvements resulted in dredge material placement on the bank cutting off portions of the floodplains and wetlands from the channel during flood events.

As more urban land development continues to replace agricultural uses, subsequent stormwater runoff will also continue to increase. Crabtree Swamp will see increased runoff flows and higher erosive channel velocities, which will result in continued bank failures, incising, and scouring. This will result in continued loss of aquatic life habitat, and blockages that prevent aquatic life passage.

The recommended features to be constructed in various reaches of this project include Floodplain Benches, Berm Cutting, Log Drop Structure, Root Wads and Bank Stabilization. A brief description of each reach is as follows. The estates recommended for acquisition are addressed in Section 1.19 of this report.

### Reach 1 - Daniel Road to El Bethel Road

Reach 1 shown on Figures 1.4-1 and 1.4-2, runs from Daniel Road at the upstream end of the project area to the bridge at El Bethel Road. The management measures proposed for Reach 1 included four floodplain benches (alternating banks) and a log drop structure.

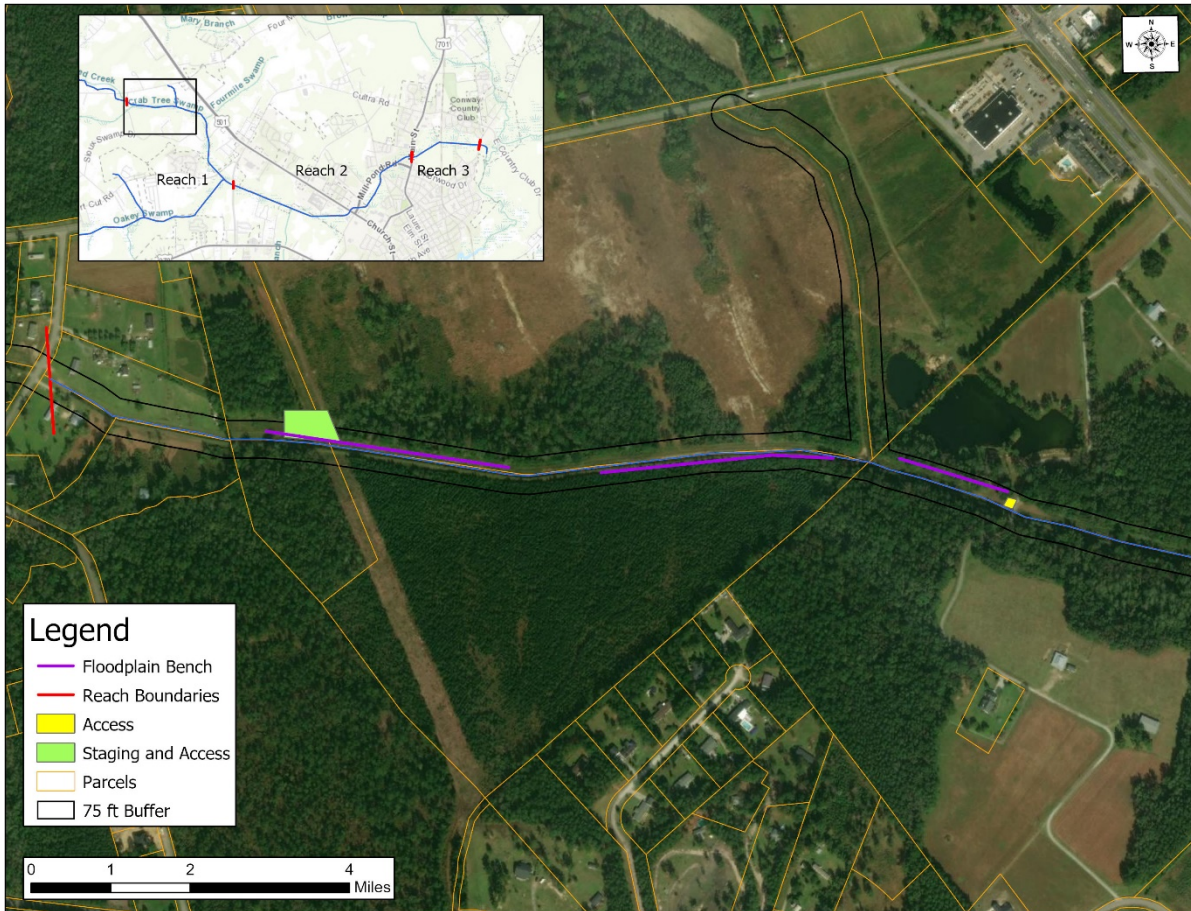
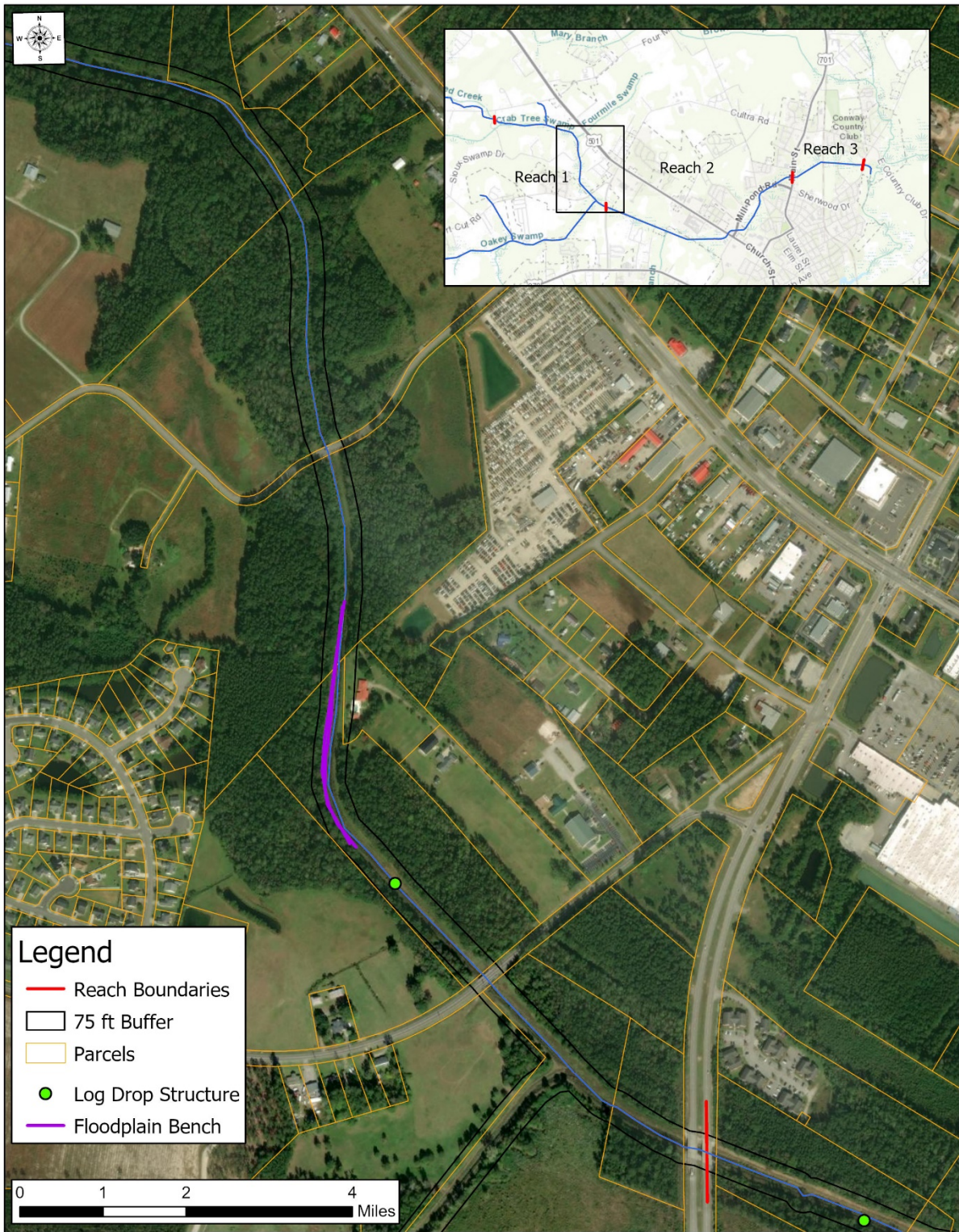


Figure 1.4-1 Reach 1



**Figure 1.4-2 Reach 1**

## Reach 2 – El Bethel Road to Highway 501

Reach 2 shown on Figure 1.4-3 and 1.4-4 runs from the bridge at El Bethel Road through the culvert at Highway 501 to the bridge at Mill Pond Road. The management measures proposed for Reach 2 includes three floodplain benches located on the south/right bank to avoid impacts to existing utilities, and removal of culverts. The recommended plan also includes replacing the two existing, naturally occurring drop structures just downstream of El Bethel Road with log drop structures.

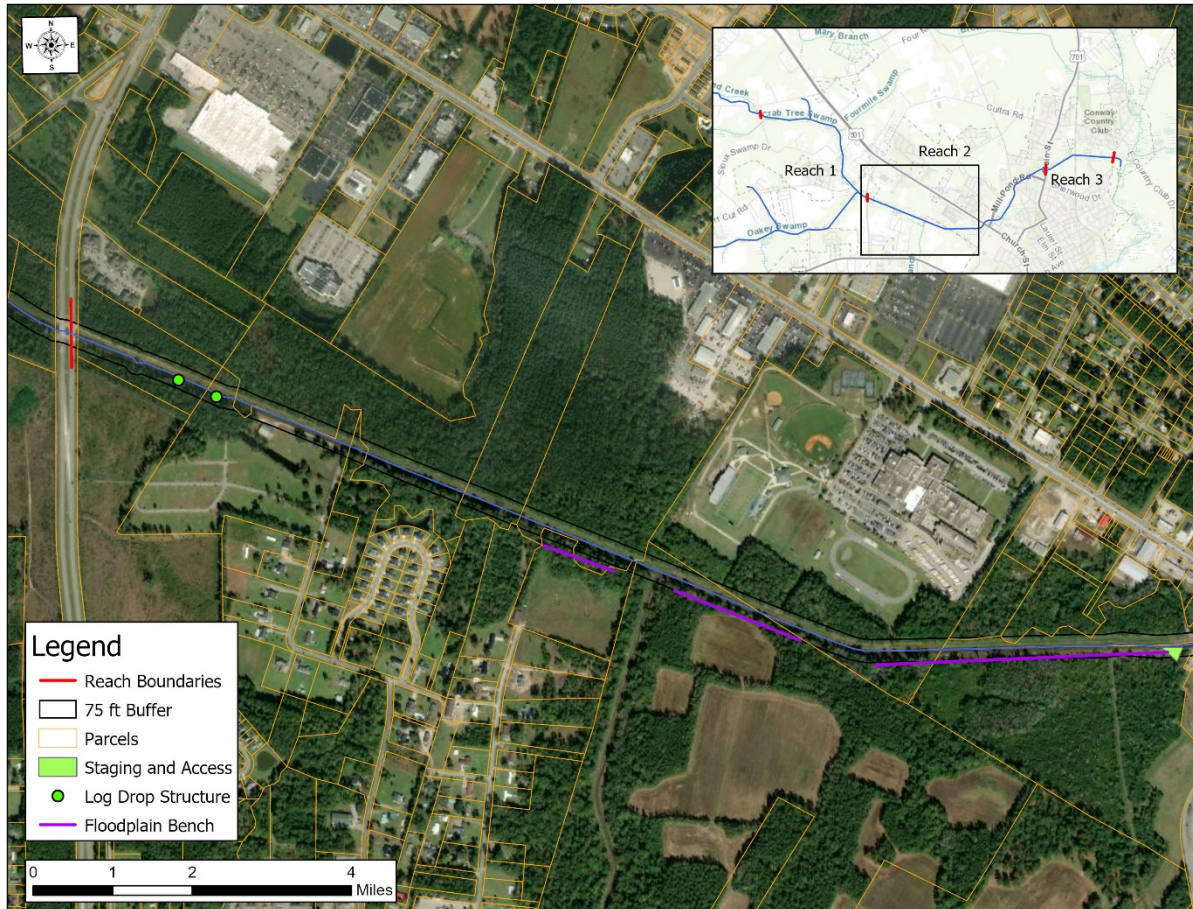


Figure 1.4-3 Reach 2





Figure 1.4-4 Reach 2

### Reach 3 – Highway 701 Bridge to Long Avenue

Reach 3 shown on Figure 1.4-5 runs between the bridge at Highway 701 to the bridge at Long Avenue, at the downstream end of the project area. The management measures proposed for Reach 3 included six berm cuts in existing berms along the banks on both sides of the channel. The design includes each area to be cut down to elevation 6.0-ft NAVD88.

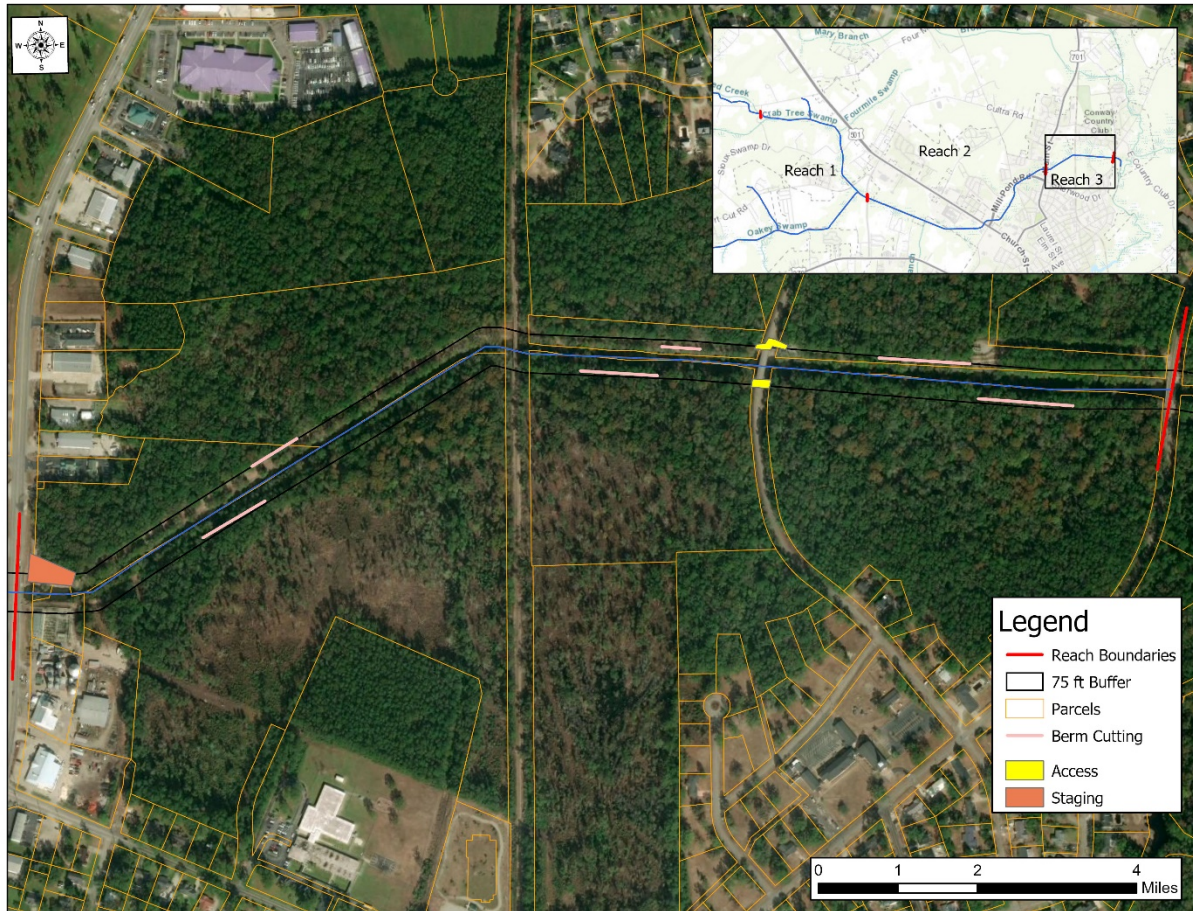


Figure 1.4-5 Reach 3

## **1.5 Real Estate Responsibilities and Requirements**

The requirements for lands, easements, rights-of-way and relocations, and disposal/borrow areas should include the rights to construct, maintain, repair, operate, patrol and replace aquatic ecosystem restoration measures. Based on GIS Data provided by the NFS, there are approximately 90 acres owned by 43 individuals within the footprint of the proposed project area. After completion of the District Quality Control and consultations with the NFS and the PDT, the decision was made to recommend less than fee acquisition of the project area as originally stated in the draft report. Therefore, this report is recommended use of the non-Standard Aquatic Ecosystem Restoration Easement which has been previously approved for use on other Section 206 Projects located in the State of South Carolina. In accordance with Policy Guidance Letter 31, a separate request for approval of this non-standard estate will be prepared and routed for approval by the Director of Real Estate.

Upon approval by CEMP-CR, the NFS will be required to purchase the project area using the non-Standard Aquatic Ecosystem Restoration Easement. The proposed access and staging areas for each reach shown on the previous Figures will be acquired by the NFS using the Standard Road Easement and/or Temporary Work Area Easements. Should the need for additional access or staging areas be identified during the Pre-construction, Engineering and Design (PED) Phase the NFS will be required to use the Standard Road Easement and/or Temporary Work Area estates for acquisition of these rights. An Assessment of the NFS's Real Estate Acquisition Capability is at section 1.24 of this report.

## **1.6 Utility/Facility Relocation**

Utilities located in the vicinity of the project were identified during on-site inspections and by reviewing utility shapefiles provided by the NFS. For the Recommended Plan, the two-existing single-barreled stormwater culvert outfalls owned by the NFS in Reach 2 just upstream of the root wads are identified for removal, as a floodplain bench is designed for this area. The need for additional real estate acquisition is not anticipated however, in accordance with paragraph 12-17 of ER 405-1-12 and Policy Guidance Letter 31, an Attorney's Opinion of Compensability will be prepared during the design phase of the project. A final determination of the relocations necessary for the construction, operation, or maintenance of the project will be further analyzed after the completion of the final Attorney's Opinion of Compensability.

## **1.7 Existing Projects**

The original Crabtree Swamp was authorized in 1964 under Section 208 of the Flood Control Act of 1954 and construction was completed in 1966. There are no other existing Federal projects within the proposed project area.

## **1.8 Environmental Impacts**

Environmental impacts are addressed in the Environmental Appendix of the main report.

## **1.9 Government Owned Property**

There is no Government owned land within the areas proposed for construction of the project.

## **1.10 Historical Significance**

Historical significance is addressed in Environmental Appendix of the main report.

## **1.11 Mineral Rights**

There are no known mineral activities within the scope of the proposed project.

## **1.12 Hazardous, Toxic, and Radioactive Waste (HTRW)**

A site inspection of the project area revealed no signs of HTRW within the project area.

## **1.13 Navigation Servitude**

Navigation Servitude is not applicable to this project.

## **1.14 Zoning Ordinances**

Zoning ordinances are not of issue with this project. Application or enactment of zoning ordinances is not to be used in lieu of acquisition.

## **1.15 Induced Flooding**

There will be no flooding induced by the construction or the operation and maintenance of the project.

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

There are no relocations of individuals, businesses or farms required for this project.

## **1.17 Attitude of Property Owners**

The project is fully supported. There are currently no known objections to the project from landowners within the project area.

## **1.18 Acquisition Schedule**

The NFS will be responsible for acquiring all real estate interests required for the project. It is projected that the proposed easements can be acquired within 12-18 months. Acquisition can begin when the Project Participation Agreement (PPA) has been signed, a notice to proceed with acquisition and final plans and specs have been completed and provided to the NFS by the District Chief of Real Estate.

The NFS is not encouraged to acquire lands required for the project prior to execution of the PPA. Should the NFS proceed with acquisition of lands prior to execution of the PPA, it is at the risk of not receiving credit or reimbursement for any costs incurred in the connection with the acquisition process should the PPA not be signed. There is also risk in acquiring lands either not needed for the project or not acquired in compliance with requirements for crediting purposes in accordance with 49 CFR Part 24, dated March 2, 1989. A letter identifying risk of early acquisition was sent to the NFS on May 11, 2020 and is attached as Exhibit B.

## **1.19 Recommended Estates**

The estates recommended for acquisition is non-Standard Aquatic Ecosystem Restoration Easement for the project area. The standard Temporary Work Area Easement is being recommended for the staging areas and the standard Road Easement is recommended for all necessary access routes.

## **AQUATIC ECOSYSTEM RESTORATION EASEMENT (Draft Non-Standard Estate)**

The estate herein conveyed is the perpetual and assignable right and easement to construct, operate, maintain, repair, replace, rehabilitate and patrol aquatic and wildlife habitat ecosystem restoration, surface water control and channel improvement works together with appurtenances thereto, in, on, over, and across (the land described in Schedule "A") (Tract No. \_\_\_) for the Crabtree Swamp Restoration Project as authorized by Section 206 of the Water Resources Development Act of 1996, Public Law 104-303, as amended, to maintain, restore, enhance, and create wetland and riparian resources that contribute to the protection and improvement of water quality, flood damage reduction, surface water drainage, and aquatic and wildlife habitat together with the continuing right to clear, cut, fell, remove and dispose of any and all timber, trees, underbrush, shrubs, and any other vegetation, buildings, improvements or obstructions thereon; to excavate, dredge, cut away and remove any or all of said land; to grade and alter contours; to place thereon stone, boulders, riprap, sand, fill, dredged, excavated or any other material; to plant thereon trees, shrubs, and other vegetation; to obtain water samples for testing purposes; and to perform any other measure or modification as may be required in connection with said works of improvement for aquatic and wildlife habitat ecosystem restoration, surface water control and channel improvement.

Reserving, however, to the Grantor, their personal representatives, heirs, successors, and assigns, lessees, agents, and licensees such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; provided however, said Grantor, their personal representatives, heirs, successors, and assigns, lessees, agents, and licensees shall not erect or place any personal property, structures or improvements within the easement area; including, but not limited to buildings, sheds, walls, fences, walkways, picnic tables, lawn furniture, swing sets, play structures, tennis courts, and swimming pools; shall not conduct any excavation, grade or place any soil or other fill within the easement area; and shall not block, alter, channel, or impede the flow of the water within the easement area.

In addition said Grantor, their personal representatives, heirs, successors, and assigns, lessees, agents, and licensees shall not mow, remove, damage, cut, trim, alter, or plant vegetation on the land within the easement area, without first obtaining the written consent of the Grantee, its authorized representative or assigns. It is expressly understood that such consent, if granted shall be based upon the sole determination by the Grantee, its authorized representative or assigns that the requested activity is consistent with the purposes of this easement and will not adversely impact the project.

The Grantee, its authorized representative or assigns shall have the continuing right of ingress and egress to and over said easement area for the purpose of inspecting said easement area to determine the Grantor's, their personal representatives, heirs, successors, and assigns, lessees, agents, and licensees compliance with the restrictions set out above.

The above easement estate is taken subject to existing easements for public roads and highways, public utilities, railroads and pipelines and is in gross, runs with the land, and is enforceable by the Grantee, its authorized representative or assigns against the Grantor, their personal representatives, heirs, successors, and assigns, lessees, agents, and licensees.

### **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 Horry County, for use by Horry County, its representatives, agents, and contractors as a work area, including the right to 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 Crabtree Swamp Aquatic Restoration 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.

### **ROAD EASEMENT**

A temporary 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 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.

## 1.20 Real Estate Estimate

The estimated real estate costs include the land cost for acquisition of land, relocation costs, and federal and non-federal administrative costs. Administrative costs are those costs incurred for verifying ownership of lands, certification of those lands required for project purposes, legal opinions, analysis or other requirements that may be necessary during PED Phase. A 25% contingency is applied to the estimated total for these items.

**Table 1.20-1 Real Estate Estimate**

a. Lands			
	Fee		\$ -
	Perpetual Easements	90 acres	\$ 450,000.00
	Temporary Easements	5 acres	\$ 10,000.00
	Permit		\$ -
b. Improvements			\$ -
	Residential		\$ -
	Commercial		\$ -
c. Mineral Rights			\$ -
d. Damages			\$ -
e. P. L.. 91-646			\$ -
f. Acquisition cost - Admin			\$ 195,000.00
	Federal	\$ 45,000.00	
	Non-Federal	\$ 150,000.00	
		\$ 195,000.00	
Sub-Total			\$ 655,000.00
	25% contingencies		\$ 163,750.00
<b>TOTAL</b>			<b>\$ 818,750.00</b>

## 1.21 Chart of Accounts

The cost estimate for all Federal and non-Federal real estate activities necessary for implementation of the project after completion of the feasibility study for land acquisition, construction, LERRD, and other items are coded as delineated in the Cost Work Breakdown Structure (CWBS). This real estate cost estimate is then incorporated into the Total Current Working Estimate utilizing the Microcomputer Aided Cost Engineering System (MCACES).

**Table 1.21-1 Real Estate Code of Accounts**

01A	PROJECT PLANNING	FEDERAL	NON-FEDERAL	TOTALS
	Other			
	Project Cooperation Agreement	\$ -	\$ -	\$ -
01AX	Contingencies (25%)	\$ -	\$ -	\$ -
	Subtotal	\$ -	\$ -	\$ -
01B	LANDS AND DAMAGES			
01B40	Acq/Review of PS	\$ 45,000.00	\$ -	\$ 45,000.00
01B20	Acquisition by PS	\$ -	\$ 150,000.00	\$ 150,000.00
01BX	Contingencies (25%)	\$ 11,250.00	\$ 37,500.00	\$ 48,750.00
	Subtotal	\$ 56,250.00	\$ 187,500.00	\$ 243,750.00
01H	AUDIT			
01H10	Real Estate Audit	\$ -		\$ -
01HX	Contingencies (15%)	\$ -		\$ -
	Subtotal	\$ -		\$ -
01R	REAL ESTATE LAND PAYMENTS			
01R1B	Land Payments by PS	\$ -	\$ 460,000.00	\$ 460,000.00
01R2B	PL91-646 Relocation Pymt by PS	\$ -	\$ -	\$ -
01R2D	Review of PS	\$ -	\$ -	\$ -
01RX	Contingencies (25%)	\$ -	\$ 115,000.00	\$ 115,000.00
	Subtotal	\$ -	\$ 575,000.00	\$ 575,000.00
	TOTALS	\$ 56,250.00	\$ 762,500.00	\$ 818,750.00



## 1.22 Potential Real Estate Issues

No potential real estate issues have been identified however, the willingness of landowners to convey lands is always a concern.

## 1.23 Project Sponsor Responsibilities and Capabilities

The NFS has the responsibility to acquire all real estate interests required for the Project. The NFS shall accomplish all alterations and relocations of utilities/facilities, structures and improvements determined by the government to be necessary for construction of the Project. The NFS will have all operation and maintenance responsibility for the project after construction is completed.

Title to any acquired real estate will be retained by the NFS and will not be conveyed to the United States Government. Prior to advertisement of any construction contract, the NFS shall furnish to the government an Authorization for Entry for Construction to all lands, easements and rights-of-way, as necessary. The NFS will also furnish to the government evidence supporting their legal authority to grant rights-of-way to such lands. The NFS shall comply with applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, approved 2 January 1971, and amended by Title IV of the Surface Transportation Uniform Relocation Assistance Act of 1987, Public Law 100-17, effective 2 April 1989, in acquiring real estate interests for the Project, and inform all affected persons of applicable benefits, policies, and procedures in connection with said Act(s). The Assessment of the Non-Federal Sponsor's Capability to Acquire Real Estate is at Section 1.24 of this report.

The NFS is entitled to receive credit against its share of project costs for the value of lands it provides and the value of the relocations that are required for the project. Generally, for the purpose of determining the amount of credit to be afforded, the value of the LERRD is the fair market value of the real property interest, plus certain incidental costs of acquiring those interests, that the NFS provided for the project as required by the Government.

## 1.24 Assessment of Non-Federal Sponsor's Real Estate Acquisition Capability

### I. Legal Authority:

- a. Does the sponsor have legal authority to acquire and hold title to real property for project purposes? (yes/no)
- b. Does the sponsor have the power to eminent domain for this project? (yes/no)
- c. Does the sponsor have "quick-take" authority for this project? (yes/no)
- d. Are any of the land/interests in the land required for this project located outside the sponsor's political boundary? (yes/no)
- e. Are any of the lands/interests in land required for the project owned by an entity whose property the sponsor cannot condemn? (yes/no)

### II. Human Resource Requirements:

- a. Will the sponsor's in-house staff require training to become familiar with the real estate requirements of Federal projects including P. L. 91-646, as amended? (yes/no)
- b. If the answer to II.a. is "yes", has a reasonable plan been developed to provide such training? (yes/no/not applicable)

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

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

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

f. Will the sponsor likely request USACE assistance in acquiring real estate? (yes/no)

**III. Other Project Variables:**

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

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

**(Estimated 12-18 months acquisition)**

**IV. Overall Assessment:**

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

b. With regard to the project, the sponsor is anticipated to be: **highly capable**/fully capable/moderately capable/marginally capable/insufficiently capable.

**V. Coordination:**

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

b. Does the sponsor concur with this assessment? (yes/no) (If "no", provide explanation)

Prepared by:

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John S. Hinely  
Savannah District  
Real Estate Division  
Chief, Acquisition Branch

Reviewed and approved by:

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Carla J. Buatte  
Savannah District  
Real Estate Division  
Chief, Management & Disposal Branch

This Real Estate Appendix has been prepared in accordance with policy and guidance set forth in ER 405-1-12, Chapter 12, Real Estate Planning and Acquisition Responsibilities for Civil Works Projects.

Prepared by:

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John S. Hinely  
Savannah District  
Real Estate Division  
Chief, Acquisition Branch

Reviewed by:

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Carla J. Buatte  
Savannah District  
Real Estate Division  
Chief, Management & Disposal Branch

# Exhibit A – Sample of Existing Easement

DB 1666  
Page 769

84220

21001

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

FILED  
HORRY COUNTY  
DRAINAGE EASEMENT  
93 SEP 15 AM 8:19  
R.M.C.

KNOW ALL MEN BY THESE PRESENTS, that I (or we) \_\_\_\_\_  
FLOYD EDWARD & PAMELA G. ALLEN

in consideration of the sum of One (\$1.00) Dollar, the receipt and sufficiency whereof is hereby acknowledged, the above named grantor(s), his, her or their heirs, successors and assigns, hereby grant, bargain, sell and release unto Horry County, a body politic, its successors and assigns, a drainage easement, as follows, to wit:

75 feet from center line of channel on both sides of the channel of the Crabtree Watershed.

Tax Map No: 122-00-05-071

The above named grantor(s), his, her or their heirs, successors or assigns, as the case may be, agree that the grantee herein, its successors and assigns, may construct and/or maintain, deepen and keep in repair an open ditch or drain, tile drain, or both, over and across lands of the grantor(s), his, her or their heirs, successors and assigns, (as the case may be), all as set out herein above, along with sufficient ingress and egress to said drainage easement.

TO HAVE AND TO HOLD, all and singular the said drainage easement and the rights hereinabove granted, unto the said Horry County, a body politic, its successors and assigns forever.

DATED this 14 day of July, 19 93.

WITNESSES:

Will Smide  
\_\_\_\_\_  
Lynne Newton  
\_\_\_\_\_

Floyd E. Allen (L. S.)  
Pamela G. Allen (L. S.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (L. S.)

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

PERSONALLY appeared before me Will Smide and made oath that he was present and saw the within named \_\_\_\_\_  
FLOYD EDWARD & PAMELA G. ALLEN

sign, seal, and as THEIR act and deed deliver the foregoing Drainage Easement; and that he with Lynne Newton witnessed the execution thereof. Lynne Newton

Sworn to before me this 15<sup>th</sup> day of July, 19 93.  
Jandra L. Sanders (L. S.)  
Notary Public for South Carolina

My Commission Expires: 3-6-99

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## **Exhibit B – Sponsor Risk Letter**



**DEPARTMENT OF THE ARMY**  
SAVANNAH DISTRICT, CORPS OF ENGINEERS  
100 WEST OGLETHORPE AVENUE  
SAVANNAH, GEORGIA 31401

May 11, 2020

Real Estate Division

SUBJECT: Crabtree Swamp – Section 216, Ecosystem Restoration Project

Horry County  
ATTN: Honorable Johnny Gardner, Chairman  
1301 Second Avenue  
Conway, South Carolina 29526

Dear Chairman;

The intent of this letter is to formally advise the County of Horry, as the potential non-Federal sponsor for the proposed project, of the risks associated with land acquisition prior to the execution of the Project Partnership Agreement (PPA) or prior to the Government's formal notice to proceed with acquisition. If a non-Federal sponsor deems it necessary to commence acquisition prior to an executed PPA for whatever reason, the non-Federal sponsor assumes full and sole responsibility for any and all costs, responsibility, or liability arising out of the acquisition effort.

Generally, these risks include, but may not be limited to, the following:

- (1) Congress may not appropriate funds to construct the proposed project;
- (2) The proposed project may otherwise not be funded or approved for construction;
- (3) A PPA mutually agreeable to the non-Federal sponsor and the Government may not be executed and implemented;
- (4) The non-Federal sponsor may incur 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 CERCLA, as amended;
- (5) The non-Federal sponsor may acquire interests or estates that are later determined by the Government to be inappropriate, insufficient, or otherwise not required for the project;
- (6) The non-Federal sponsor may initially acquire insufficient or excessive real property acreage which may result in additional negotiations and/or benefit payments under P.L. 91-646 as well as the payment of additional fair market value to affected landowners which could have been avoided by delaying acquisition until after PPA execution and the Government's notice to commence acquisition and performance of LERRD; and
- (7) The non-Federal sponsor may incur costs or expenses in connection with its decision to acquire or perform LERRD in advance of the executed PPA and the Government's notice to proceed which may not be creditable under the provisions of Public Law 99-662 or the PPA.

We appreciate the County's participation in this project. Should you have questions or concerns pertaining to this letter please feel free to contact the undersigned at (912) 652-5207.

Sincerely,

**HINELY,JOHN.**  
**S.1229914290**

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Savannah District  
Chief, Acquisition Branch  
Real Estate Contracting Officer