

**REAL ESTATE PLAN
MAD CREEK AT MUSCATINE, IOWA
SECTION 205
FLOOD DAMAGE REDUCTION PROJECT**

I. Purpose

The Mad Creek Flood Damage Reduction Project is a Section 205 Project. The authorization for this project is Section 205 of the 1948 Flood Control Act, as amended. The proposed project is located in the City of Muscatine, in Muscatine County, Iowa. The purpose of the Real Estate Plan (REP) is to support the Detailed Project Report (DPR) dated November 2002. The project area is commonly referred to as the Mad Creek Section 205 Flood Damage Reduction Project. The City of Muscatine, Iowa, is the sponsor for this project.

II. Description of Lands, Easements, and Right-of-Way (LER) Required for Construction, Operation and Maintenance of the Project

a. Description of Lands, Easements and Right-of-Way (LER)

The Mad Creek study area is located along the Mississippi River. Mad Creek is within the Muscatine city limits. The creek flows through an area of mixed commercial, industrial, and residential uses near the City's downtown area before emptying into the Mississippi River.

Four alternatives were considered and evaluated in the feasibility study. The Recommended Plan, identified as Alternative D in the DPR, includes a 2-foot levee raise affecting the raising of approximately 2,300 linear feet of existing levees and 1,700 linear feet of existing floodwalls; vertical extension of one existing floodgate (at Mulberry Avenue); replacement of one existing floodgate (at 2nd Street); and installation of one new closure structure across the railroad south of Washington Street. The proposed project also includes channel improvements to Mad Creek upstream of 2nd Street, which will include clearing and excavating an area for approximately 900 linear feet by 20 feet wide and removing sediment from under the 2nd Street Bridge. Also included is the construction of a new floodwall at Mulberry Avenue and Mississippi Drive. A temporary levee will be built during high flood events on Mulberry Avenue.

A map of the project area is included as Exhibit A – Project Location Map. Detail Maps of the Project Area are also included as Exhibit B – Borrow Area Detail, Exhibit C – Levee Area Detail, Exhibit D – Apartment and Bridge at 2nd Street Detail, Exhibit E – Greenwood Cemetery Disposal Area Detail, Exhibit F– Sponsor-Owned Lands, and Exhibit G – Floodwall Easement/Flood Protection Levee Easement Detail.

b. Number of Owners/Acres, Type of Estate and Estimated Value

<u>Number of Owners</u>	<u>Acres</u>	<u>Type of Estate</u>	<u>Estimated Value</u>
1	4.13	Borrow Easement	\$46,900
7	7.80	Temporary Work Area Easement	\$131,900
2	0.6	Channel Improvement Easement	\$58,800
1	0.9	Fee	\$112,400
2	0.15	Floodwall Easement	\$59,695
4	0.378	Flood Protection Levee Easement	\$10,305

c. Gross Appraisal/Cost Estimate

The total gross appraisal and cost estimate that includes severance damages and contingencies for the lands required for the proposed project is \$420,000.

d. Estates To Be Acquired

The following standard estates set forth in ER 405-1-12 will be used for this project:

FEE

The fee simple title to (the land described in Schedule A) 1/ (Tracts Nos. ____, ____, and ____), subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

The Fee area is outlined in *yellow* on **Exhibit D** – Apartment and Bridge at 2nd Street Detail Map.

BORROW EASEMENT

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

The borrow easement area is outlined in *blue* on **Exhibit B** – Borrow Area Detail Map.

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 _____). The term of the temporary work area easement will be 3 years.

The temporary work area easements are shown colored/outlined in green on the attached **Exhibit C** - Levee Area Detail Map, **Exhibit D** - Apartment and Bridge at 2nd Street Detail Map, and **Exhibit E** – Greenwood Cemetery Disposal Area Map.

CHANNEL IMPROVEMENT EASEMENT

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

The channel improvement easement area is shown outlined in red on the attached **Exhibit D** - Apartment and Bridge at 2nd Street Detail.

e. Ownerships Affected:

The project affects 12 ownerships. It is estimated that 17 tracts will be acquired.

III. Lands Required That Are Owned By Sponsor

a. The sponsor, the City of Muscatine, Iowa, currently has an interest in lands acquired for the Muscatine Mad Creek Flood Control Project. The project was authorized by the 1953 Flood Control Act. These lands are shown colored in purple on the Attached Exhibit F – Sponsor-Owned Land Map. In accordance with ER 405-1-12, Chapter 12, paragraph 12-38a, the Non-Federal sponsor shall not receive credit for the value of any LER, including incidental costs, that have been provided previously as an item of cooperation for another Federal Project.

b. Additional sponsor-owned right-of-way that is required for the proposed project, approximately three (3) acres, is colored in red on the attached Exhibit F– Sponsor-Owned Lands.

IV. Non-Standard Estate Discussion

The following non-standard estates will be required for the project. Both of the estates follow the language of the standard Levee Easement found in ER 405-1-12, Chapter 5. Chapter 12, paragraph 12-10c states “The District Chief of Real Estate may approve non-standard estates if they serve the intended project purpose, substantially conform with and do not materially deviate from the corresponding standard estate contained in Chapter 5, and do not increase the costs nor potential liability of the Government.” The District Chief of Real Estate, Rock Island District, has approved the following non-standard estates for the subject project.

a. The following is the Floodwall Easement that will be acquired from two landowners over 0.15 acres. This estate has been approved for use in this project by the Chief, Real Estate, Rock Island District.

FLOODWALL EASEMENT

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

The Easement for Floodwall area is outlined in *purple* on **Exhibit G** – Floodwall Easement/Flood Protection Levee Easement Detail Map.

b. The following Flood Protection Levee Easement estate will be acquired over approximately 0.378 acres and will affect four owners. This estate has been approved for use in this project by the Chief, Real Estate, Rock Island District.

FLOOD PROTECTION LEVEE EASEMENT

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

The Easement for Flood Protection Levee Easement area is outlined in *olive green* on **Exhibit G** – Floodwall Easement/Flood Protection Levee Easement Detail Map.

V. Federal Project within the LER Required for the Project

The following Federal project is located within the proposed project area:

<u>Project</u>	<u>Authorized By</u>
Muscatine Iowa Mad Creek Local Flood Protection Project	Flood Control Act of 1954

The project, which was completed in 1960, included construction of a system of floodwalls and levees beginning at Mulberry Street and extending northward for about 1,500 feet along the Mississippi River, and then up the right bank of Mad Creek for about 2,700 feet to high ground north of East 6th Street. The federal project lands are colored in purple on Exhibit F – Sponsor Owned Lands.

VI. Federally Owned land required for Project

The Mad Creek Section 205 Project requires no federally owned lands.

VII. Navigational Servitude

Navigational servitude is not applicable to this project.

VIII. Map Depicting the Area

Maps depicting the project area are included as Exhibits B, C, D, E, F and G.

IX. Possibility of Induced Flooding Due to Project

It is not anticipated that the project will cause induced flooding.

X. Baseline Cost Estimate

	Non-Federal	Federal
01 <i>Lands & Damages</i>	\$420,000	
01 <i>Incidental Acquisition Costs</i>		
a. Monitoring LS Acquisition/ Project Administration Including crediting	\$17,000	\$80,000
b. Survey	\$17,000	
c. Title Evidence	\$8,500	
d. Negotiation/Closing	\$25,500	
e. Appraisal	\$17,000	\$8,000
f. Attorney's Opinion of Compensability	_____	<u>\$5,000</u>
Total	\$505,000	\$93,000

Total Non Federal and Federal LERRD - \$598,000

XI. Relocation Assistance Benefits

The project does not require any relocation of persons, farms, or businesses; therefore, there are no anticipated Public Law 91-646 Relocation Assistance Benefit payments.

XII. Mineral Activity/Timber Harvesting in Project Area

No mineral activity is known to exist in the area of the project. There is no known timber harvesting in the project area that may affect the project.

XIII. Sponsor's Legal and Professional Capability to Acquire LER

The sponsor signed a letter of intent in November 1996, which stated they are willing to cost share 35%, or approximately \$3,445,000.00 of the proposed project cost. The sponsor, the City of Muscatine, has also agreed to be responsible for operation and maintenance of the completed project. The City of Muscatine has previously been a sponsor on a Federal project. The assessment of the sponsor's Capability is included as Exhibit H. The sponsor has been advised of the PL 91-646 responsibilities in acquiring the right-of-way for the project and has been advised of their responsibilities for documenting expenses for credit on the project. The model Project Cooperation Agreement (PCA) will be executed before the construction contract is advertised.

XIV. Zoning Ordinances Proposed

No known zoning ordinances are proposed.

XV. Schedule of Land Acquisition Milestones

A detailed schedule will be developed when the final right-of-way (ROW) limits have been determined. The sponsor will need a minimum of one year to acquire the necessary ROW. Additional time may be required if condemnation is necessary. The following schedule will be completed after project approval.

Acquisition Schedule

ROW Drawings Completed	12	Weeks
Initiate Acquisition	8	Weeks
Acquisition Complete	56	Weeks
ROW Certificate	4	Weeks

XVI. Facility or Utility Relocations

There are no facility or utility relocations.

XVII. Impacts of Suspected or Known Contaminants

HTRW investigations have been completed and there are no known impacts of suspected or known contaminants.

XVIII. Landowner's Support or Opposition to the Project

The landowner's attitude toward the project is positive at this time.

XIX. Risks of Acquiring Lands before Execution of the PCA

The sponsor has been informed of the risk involved in acquiring lands before the execution of the Project Cooperation Agreement. The sponsor has not indicated intent to initiate early acquisition on this project.

XX. Other Real Estate Issues Relevant to the Project

Parking at Apartment Building Issue

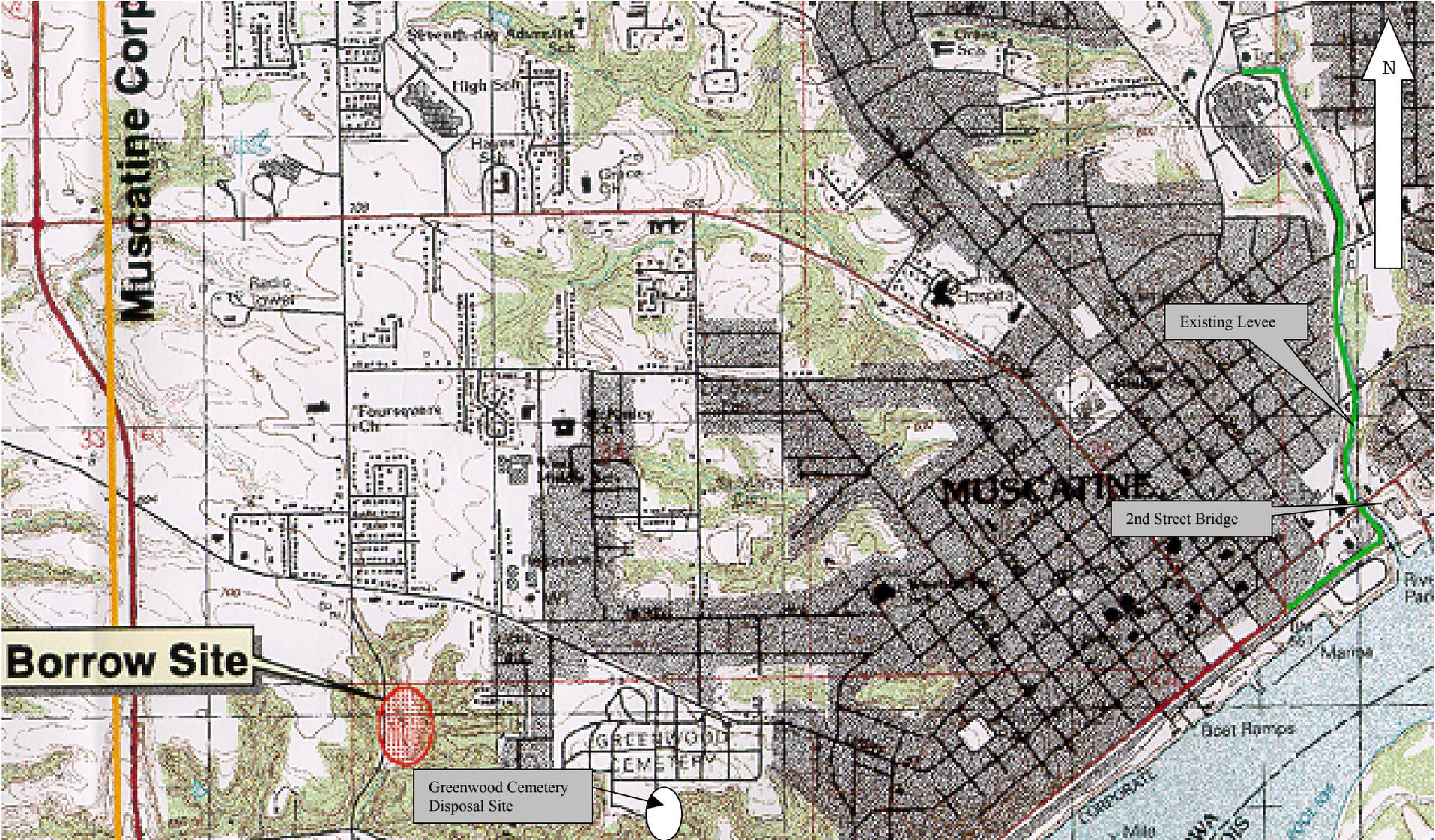
As shown on **Exhibit D**, Apartment and Bridge at 2nd Street Detail, there is an apartment building located at 2nd Street. The parking for the apartment complex will be affected by the project. The acquisition plan is for the sponsor to acquire fee simple title to the lands outlined in yellow on the **Exhibit D** Map. After these lands are acquired and the area is surfaced to accommodate parking, the sponsor will then acquire the temporary work area easement and the channel improvement. The construction contract will reflect that the tenants and emergency personnel will be allowed access to the new parking area. In addition, the period of construction will be minimized to reduce the impact on the tenants.

Original Signed
 Rod Hallstrom
 Realty Specialist
 Acquisition Branch

DATE: 22 November 2002

Muscatine Mad Creek Section 205 Project Location Map

EXHIBIT A



**Muscatine Mad Creek Section 205
Borrow Area Detail**

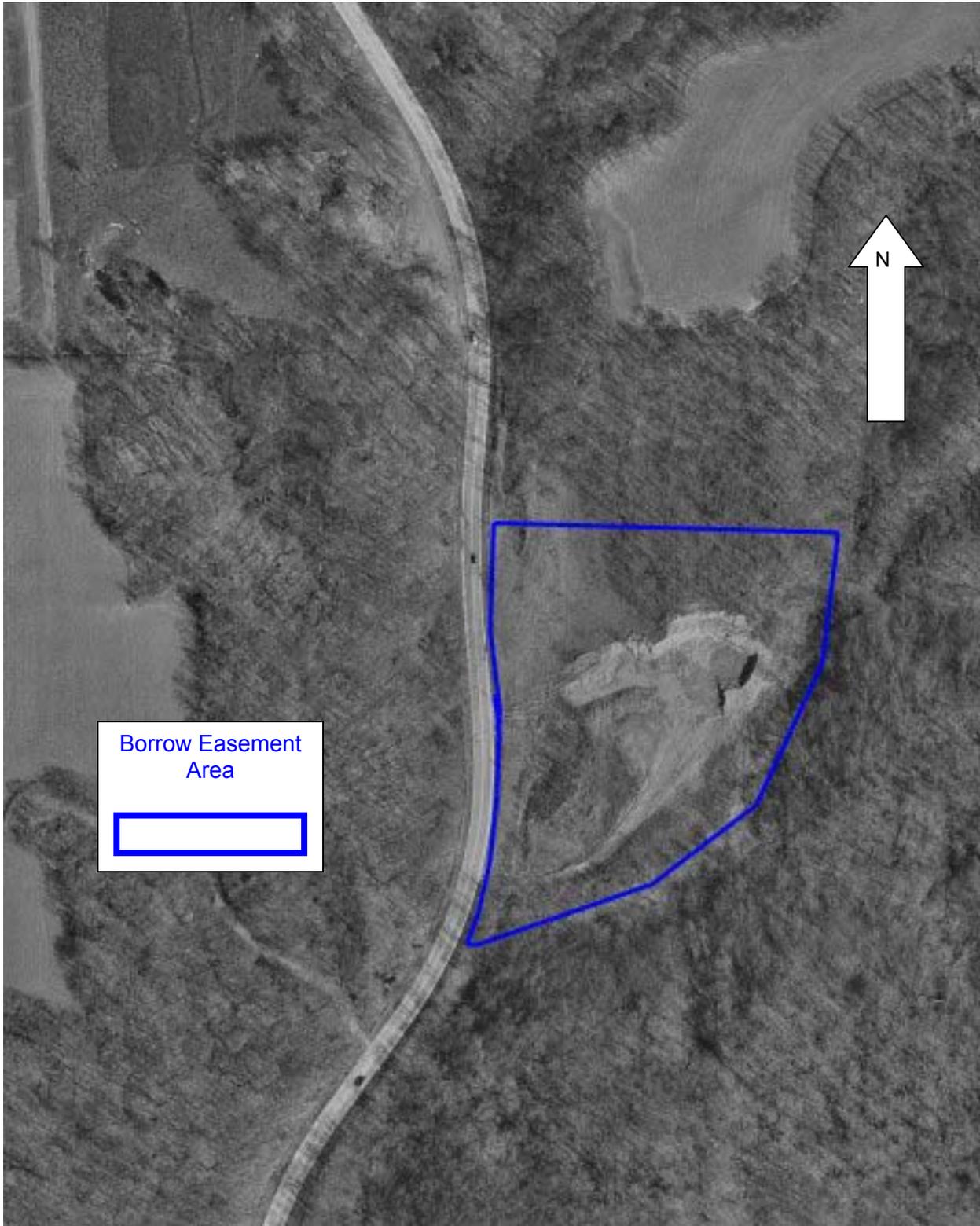
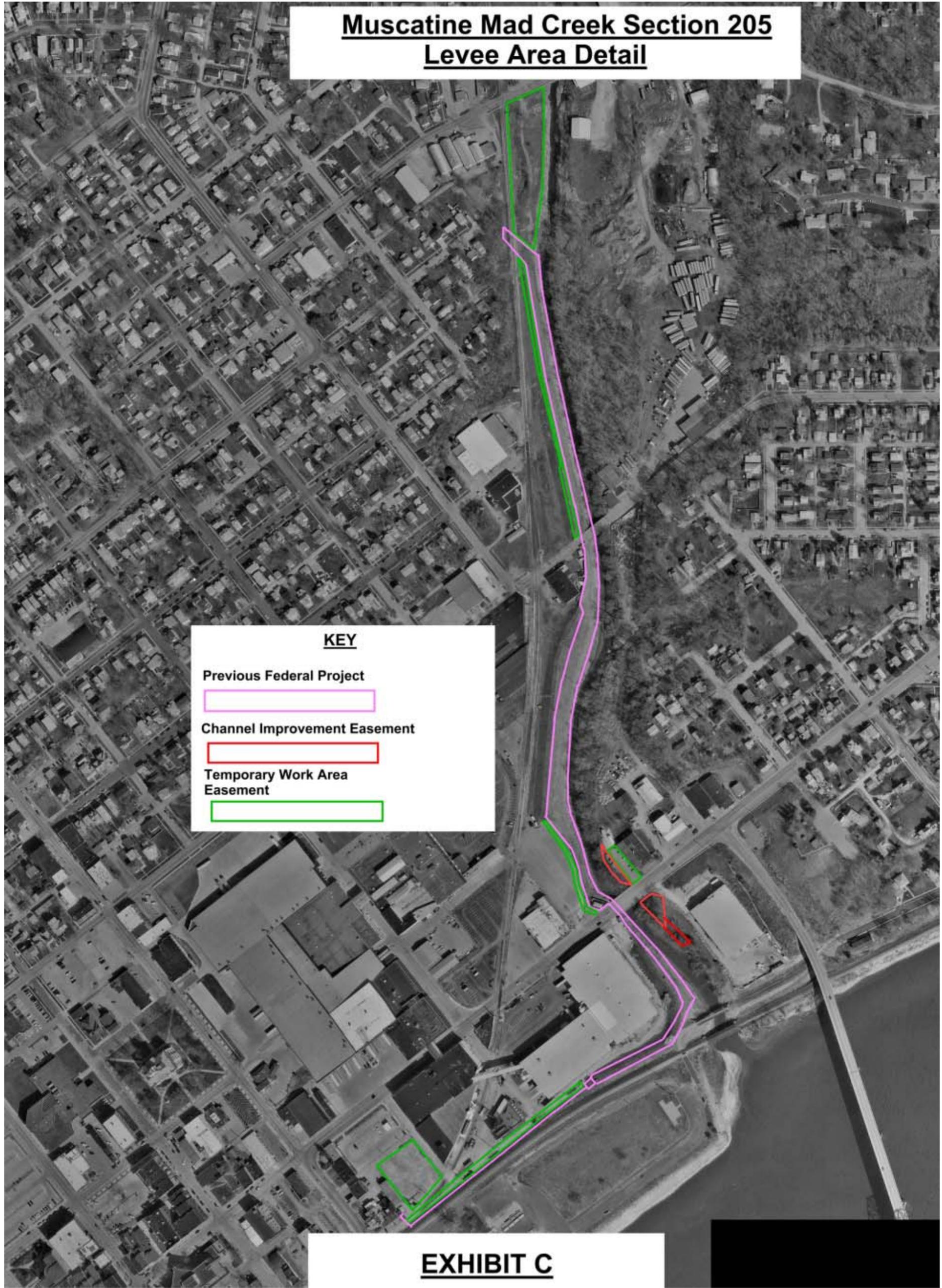


EXHIBIT B

Muscatine Mad Creek Section 205
Levee Area Detail



KEY

Previous Federal Project
[Pink line]

Channel Improvement Easement
[Red line]

Temporary Work Area Easement
[Green line]

EXHIBIT C

Muscatine Mad Creek Section 205 Apartment and Bridge at 2nd Street Detail

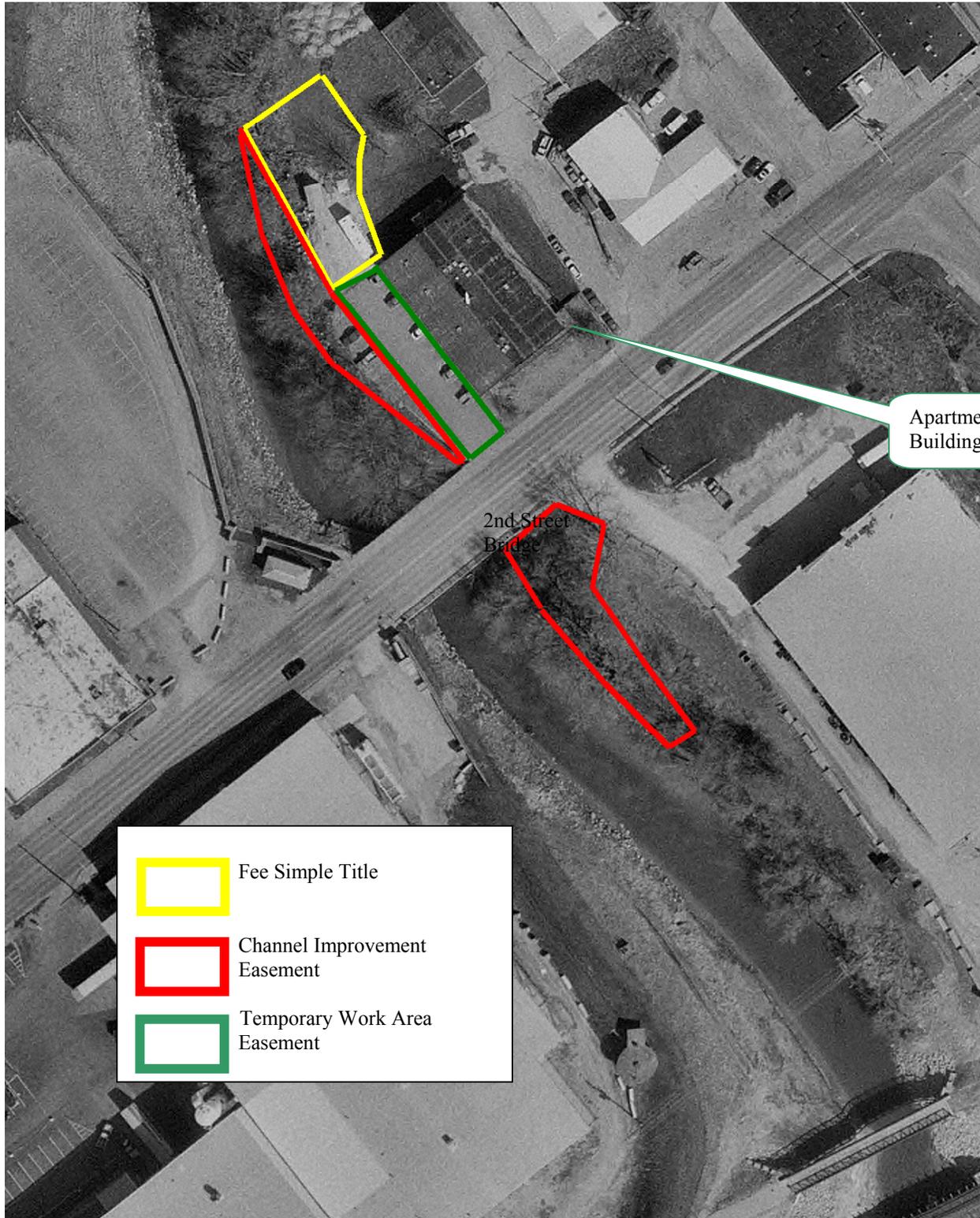


EXHIBIT D

**Muscatine Mad Creek Section 205
Greenwood Cemetery Disposal Site Detail**



EXHIBIT E

Muscatine Mad Creek Section 205 Sponsor Owned Lands



KEY

Previous Federal Project


Sponsor Owned Lands
Required for Project


Exhibit F

Muscatine Mad Creek Section 205 Floodwall Easement/Flood Protection Levee Easement Detail Map

EXHIBIT G

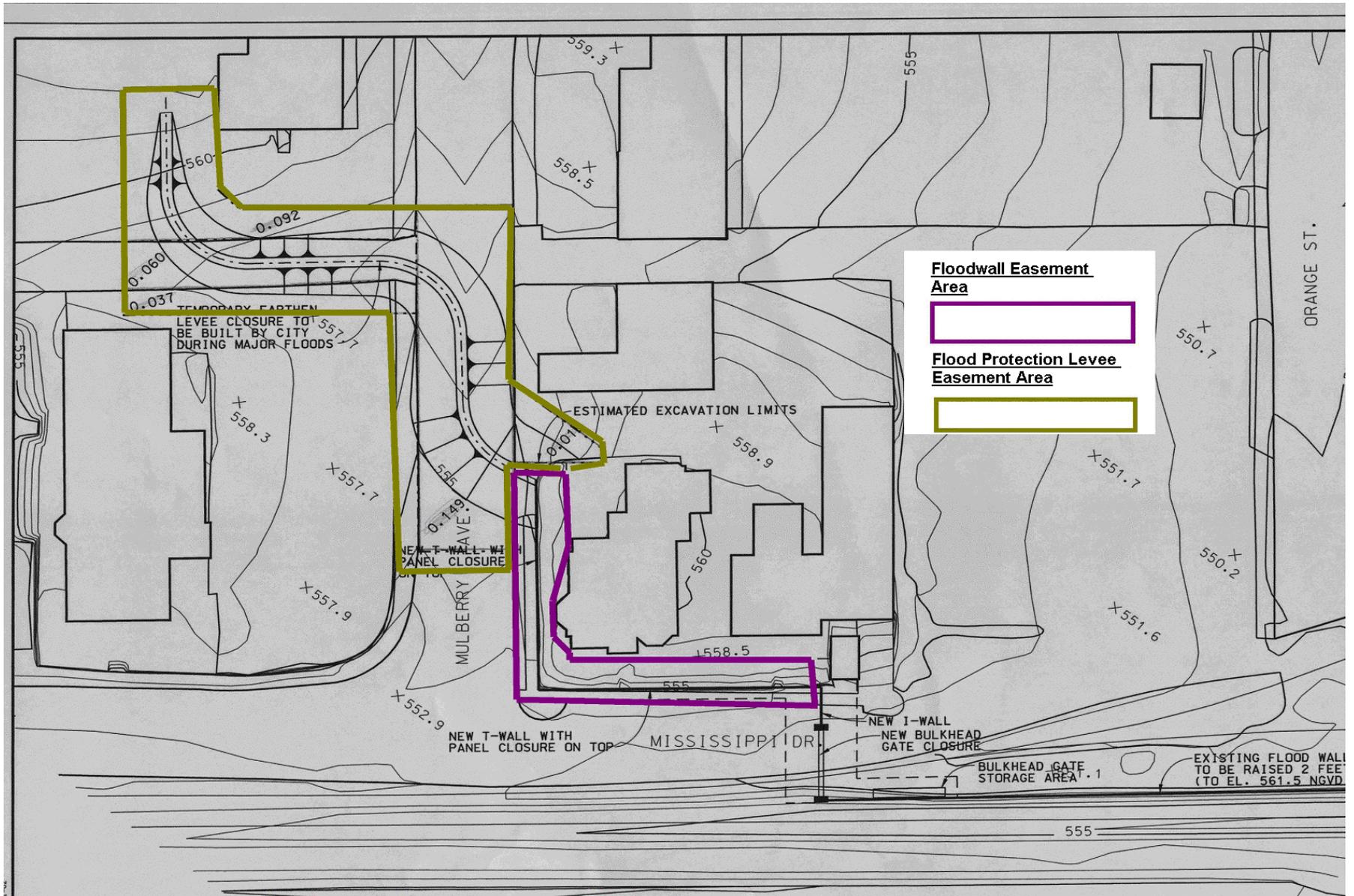


EXHIBIT H
Mad Creek Section 205 Flood Damage Reduction Project
SPONSOR: City of Muscatine, Iowa

ASSESSMENT OF NON-FEDERAL SPONSOR'S REAL ESTATE CAPABILITY
(Per Appendix 12E, ER 405-1-12)

I. Legal Authority

- a. Does the sponsor have 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 sponsor have "quick take" authority for this project? Yes
- d. Are any of the land/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 requirements 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?
- 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? (If "yes," provide description). 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 capable/fully capable/moderately capable/marginally capable/insufficiently capable. (If sponsor is believed to be "insufficiently capable," provide explanation.) Highly Capable

V. Coordination

- a. Has this assessment been coordinated with the sponsor? Yes, this assessment was discussed and agreed upon with the sponsor on 16 May 01.
- b. Does the sponsor concur with this assessment? (If "no", provide explanation). Yes, conferred with sponsor, The City of Muscatine, Iowa.

Original Signed
Rod Hallstrom Dtd: 16 May 01
Realty Specialist
Acquisition Branch

Mad Creek Section 205 Flood Damage Reduction Project
SPONSOR: City of Muscatine, Iowa

EXHIBIT H