

Sabine Neches Navigation Improvement Project Integrated Section 203 Feasibility Report and Environmental Assessment

Appendix D Real Estate Plan



February 2026

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Table of Contents

1	General Background	5
2	Purpose of the REP	5
3	Project Type and Applicability	5
4	Project Location	5
5	Scope and Content	7
6	Non-Federal Sponsor Owned Lands	9
7	Federally Owned Lands	10
8	Existing Federal Projects	10
9	Real Estate Requirements	12
9.1	Dredged Material Placement	12
9.2	Required Real Estate.....	13
9.2.1	<i>Land Under Perpetual Easement Sufficient for Project Needs</i>	14
9.2.2	<i>Land Requiring a Channel Improvement Easement</i>	16
10	Borrow Material	19
11	Access/Staging Area	19
12	Recreation Features	19
13	Induced Flooding	19
14	Navigational Servitude	19
15	Public Law 91-646 Relocations	19
16	Assessment of Project Sponsor Land Acquisition Capabilities	20
17	Baseline Cost Estimate for Real Estate	20
18	Acquisition Schedule and Milestones	20
19	Mineral Activity	21
20	Facilities/Utilities Relocations	21
21	HTRW or Other Environmental Contaminants	22
22	Attitudes of the Landowners	22
23	Sponsor Notification of Risks	23
24	References	23
	Attachment A	24
	Attachment B	26
	Attachment C	29
	Attachment D	32
	Attachment E	36
	Attachment F	39
	Attachment G	41

List of Figures

Figure 1. Location of the Sabine-Neches Waterway 6
Figure 2. Location of Segments to be Widened in the Sabine-Neches Waterway... 8
Figure 3. Real Estate Tracts Owned by the Sabine Neches Navigation District..... 9
Figure 4. The Gulf Intercoastal Waterway in the Vicinity of the SNWW 11
Figure 5. Real Estate Required from Parcel 85094 15
Figure 6. Real Estate Required from Parcel 85097 16
Figure 7. Real Estate Required from Parcels Along the Neches River..... 17

List of Tables

Table 1. Estimated Land Required Due to Widening Construction 14
Table 2. Percent Ownership in Parcel 22715 18
Table 3. Percent Ownership in Parcel 23606 18
Table 4. Baseline Cost Estimate for Real Estate 20

1 General Background

The Sabine-Neches Navigation District (SNND) is evaluating potential channel improvements to the Sabine-Neches Waterway (SNWW) under Section 203 of the Water Resources Development Act of 1986, as amended. This Real Estate Plan (REP) is an appendix to the Section 203 Feasibility Report and Environmental Assessment that is currently in development. The SNND is examining measures to widen selected reaches of the federal navigation channel to increase vessel traffic efficiency and navigation safety along the SNWW. This REP supports the Sabine-Neches Waterway Section 203 Widening Project plan formulation and EA. The REP is prepared in accordance with Engineering Regulation (ER) 405-1-12, 12-16, Real Estate Plan.

2 Purpose of the REP

The purpose of this REP is to support the Section 203 Integrated Feasibility Report by identifying and describing the lands, easements, and rights-of-way required for the construction, operation, and maintenance of the proposed widening, including those required for relocations, borrow material, and dredged material placement. The REP also identifies and describes the facility/utility relocations that are necessary to implement the proposed widening. Further, the REP describes the estimated cost of acquisition, together with the estimated administrative and incidental costs attributable to providing the applicable real estate requirements, and the acquisition process.

The REP is tentative in nature; it is for planning purposes only and both the final real property acquisition lines and real estate cost estimates provided are subject to change even after approval of the Integrated Feasibility Report and appropriate environmental analyses.

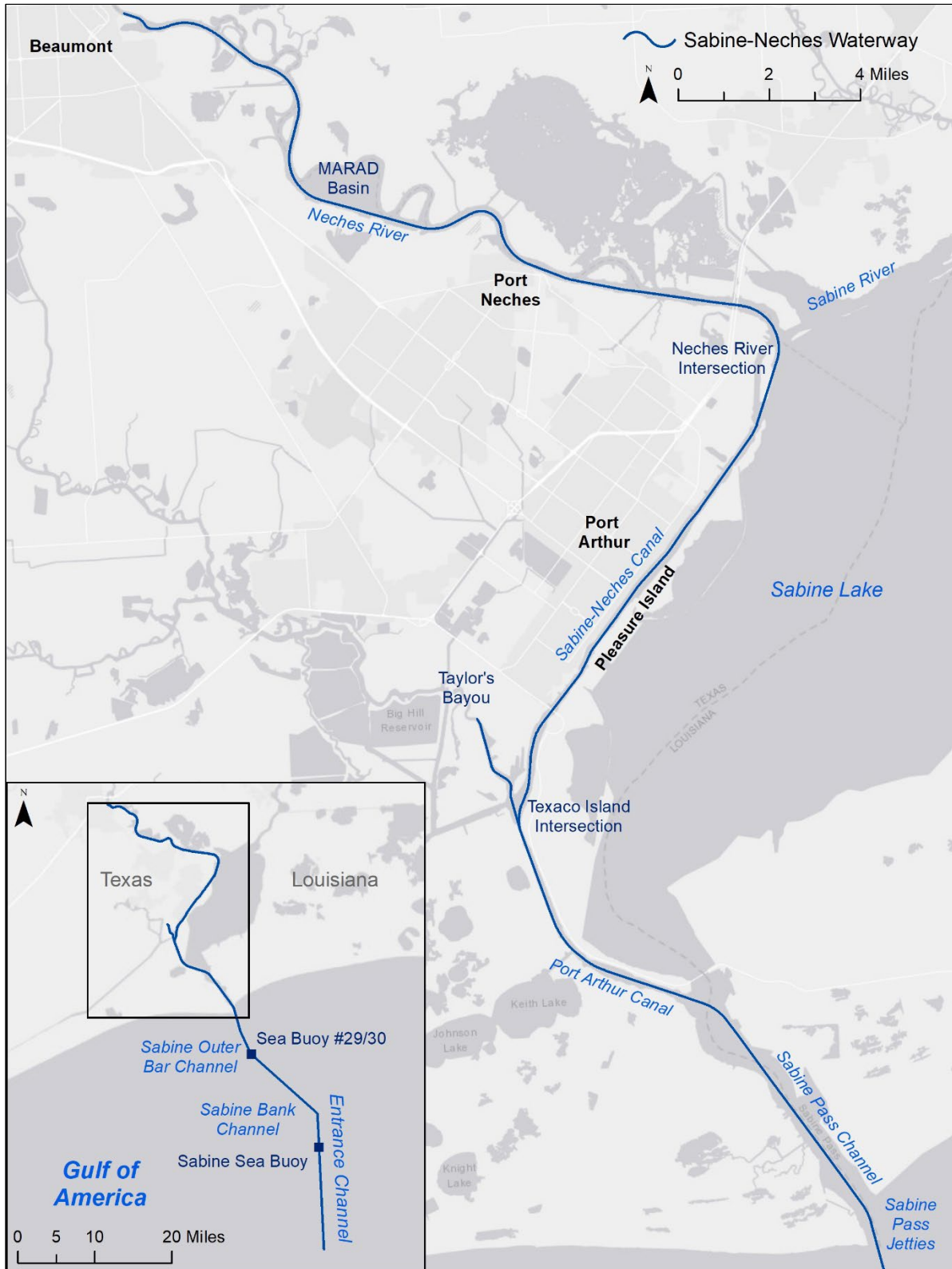
3 Project Type and Applicability

Under the Section 203 authority, a non-federal interest (*i.e.*, the SNND) can develop and submit a completed feasibility study to the Secretary of the Army for review to determine if the study, and the process under which the study was developed, comply with federal laws and regulations applicable to feasibility studies of water resources development projects. By completing the feasibility study in this fashion, the non-federal interest can evaluate and propose a modification to the federal navigation channel without needing project-specific Congressional authorization to initiate a new investigation.

4 Project Location

The Sabine-Neches Waterway is an existing federally authorized and maintained waterway located in Jefferson and Orange Counties in southeast Texas and Cameron Parish, Louisiana (Fig. 1). The area surrounding the waterway is generally referred to as the “Golden Triangle” and is delineated by three major Texas seaports of Porth Arthur, Beaumont and Orange. The SNWW provides deep-draft navigation from the Gulf of America to the Texas ports of Port Arthur and Beaumont, the United States Maritime Administration (MARAD) Basin, as well as numerous cargo terminals. The Sabine Pass, Sabine Lake, and Sabine River together form part of the boundary between Texas and Louisiana.

Figure 1.
Location of the Sabine-Neches Waterway

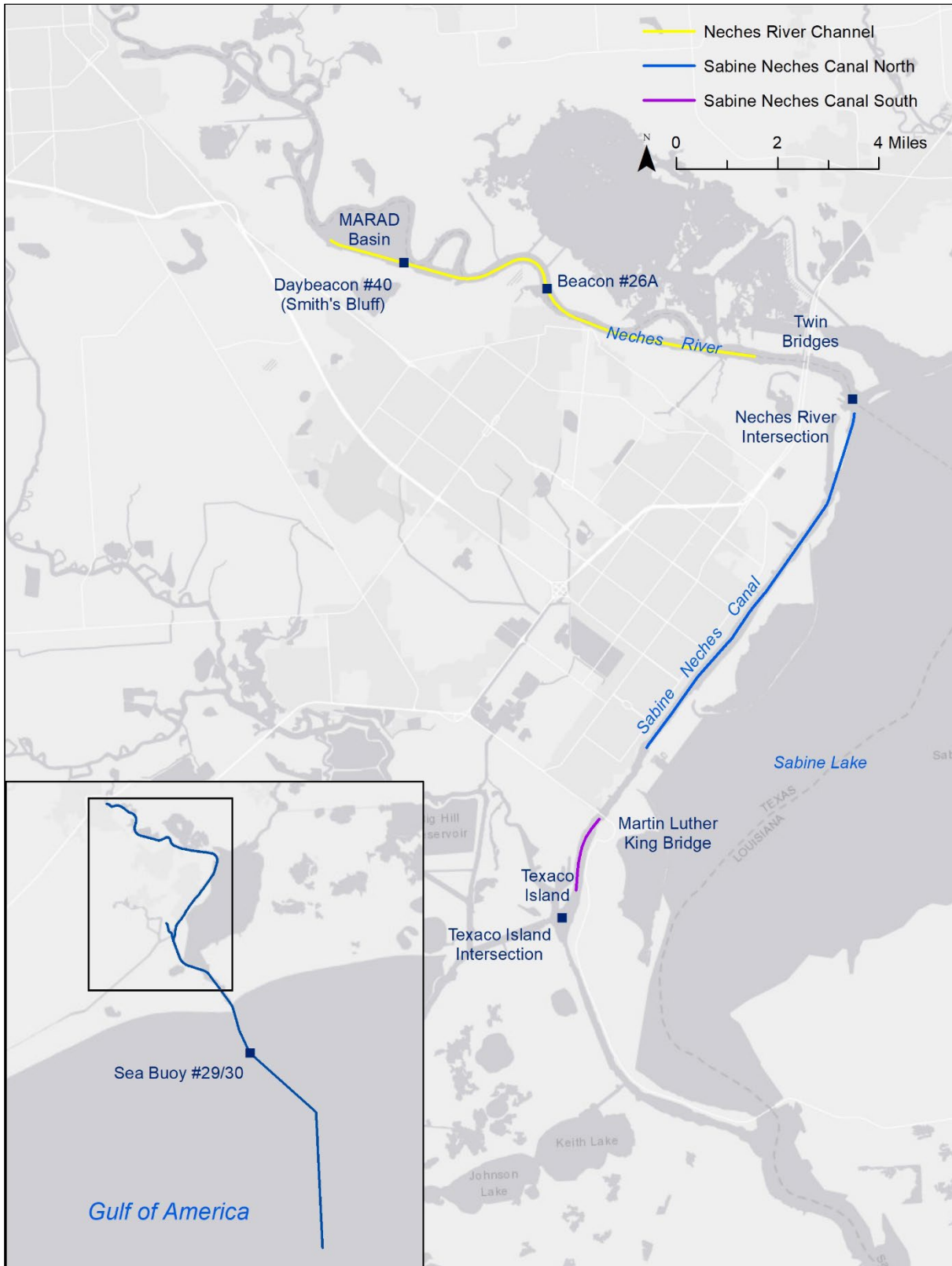


5 Scope and Content

The Sabine-Neches Waterway is a system of artificially widened and/or deepened channels that have been dredged from offshore through portions of the Sabine River and Lake, and the Neches River in Texas. The waterway is currently made up of seven existing reaches but will have an 8th reach (the Extension Channel) added when the currently ongoing deepening construction is completed (see Section 8). From the Gulf of America working upstream the current and future reaches are: 1) Extension Channel, 2) Sabine Bank Channel, 3) Sabine Pass Outer Bar Channel, 4) Sabine Pass Jetty Channel, 5) Sabine Pass Channel, 6) Port Arthur Canal, 7) Sabine Neches Canal and 8) Neches River Channel. The only connection with the Gulf of America is a long narrow pass called Sabine Pass through which all tidal interchange occurs. Sabine Pass has been stabilized by jetties, constructed for navigational purposes, that extend more than four miles into the Gulf of America.

As depicted by the purple, blue, and yellow lines in Figure 2, the proposed action is to widen approximately 19.4 miles from three discontinuous reaches of the inshore channels of the SNWW. Each of these segments would be widened an additional 100 feet (i.e., from 400 feet to 500 feet) at the project depth of -48 feet below mean lower low water (MLLW). The areas for widening are more than 12 miles inshore from the confluence with the Gulf of America and are within the Sabine-Neches Canal (designated as Sabine-Neches Canal South and Sabine-Neches Canal North in Figure 2) and within the Neches River.

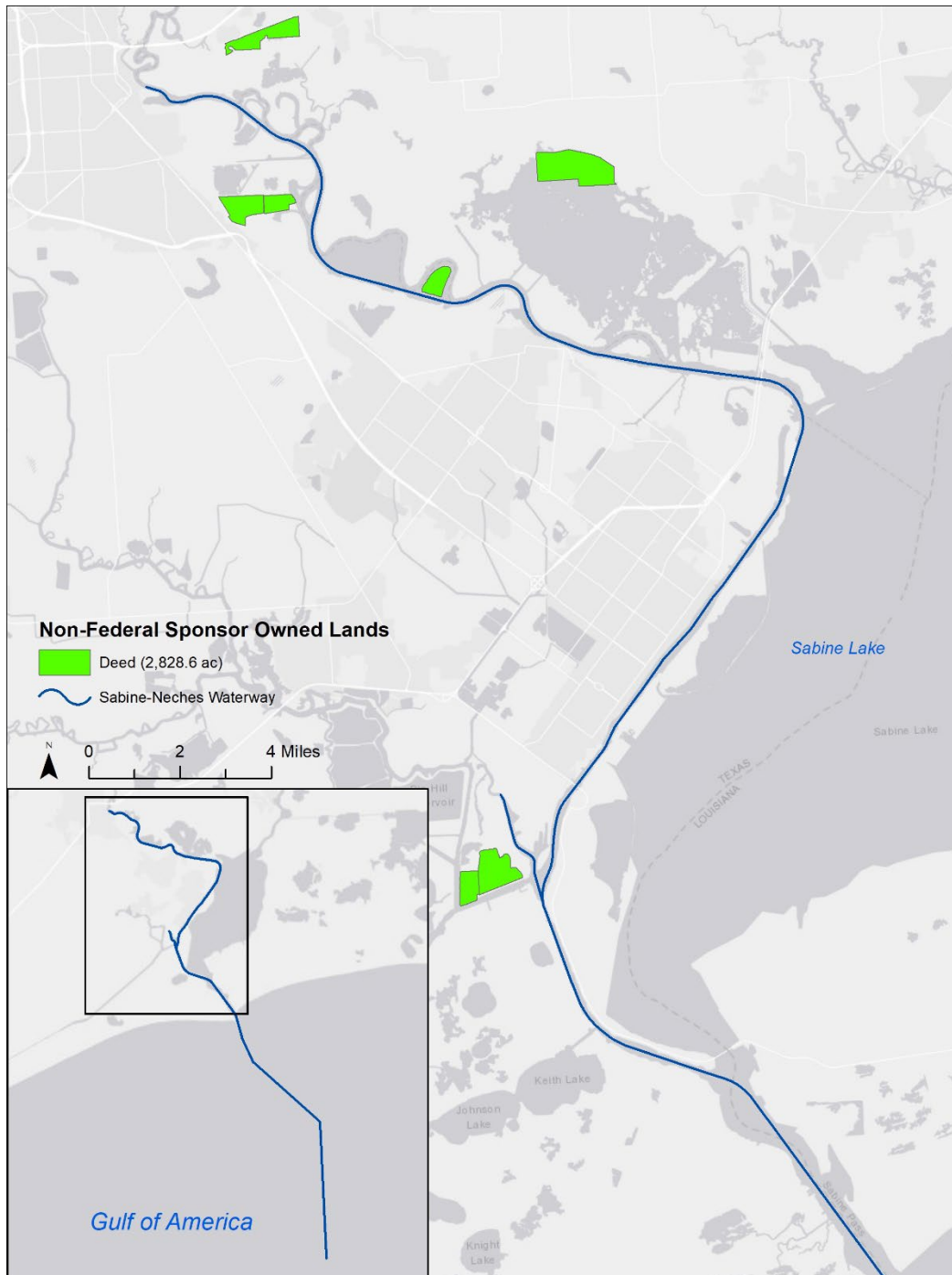
Figure 2.
Location of Segments to be Widened in the Sabine-Neches Waterway



6 Non-Federal Sponsor Owned Lands

The non-federal sponsor owns several parcels totaling more than 2,800 acres in proximity to the SNWW as depicted in Figure 3. No non-federal sponsor owned land will be used for the proposed widening.

Figure 3.
Real Estate Tracts Owned by the Sabine Neches Navigation District



7 Federally Owned Lands

There is no federally owned land within the lands, easements, rights-of-way, relocations, and disposals (LERRD) required for the proposed widening; however, there are perpetual easements in the vicinity of the SNWW that have been granted to the United States of America. Attachments A through G depict the granted easements which are available and anticipated to be exercised for the proposed widening.

8 Existing Federal Projects

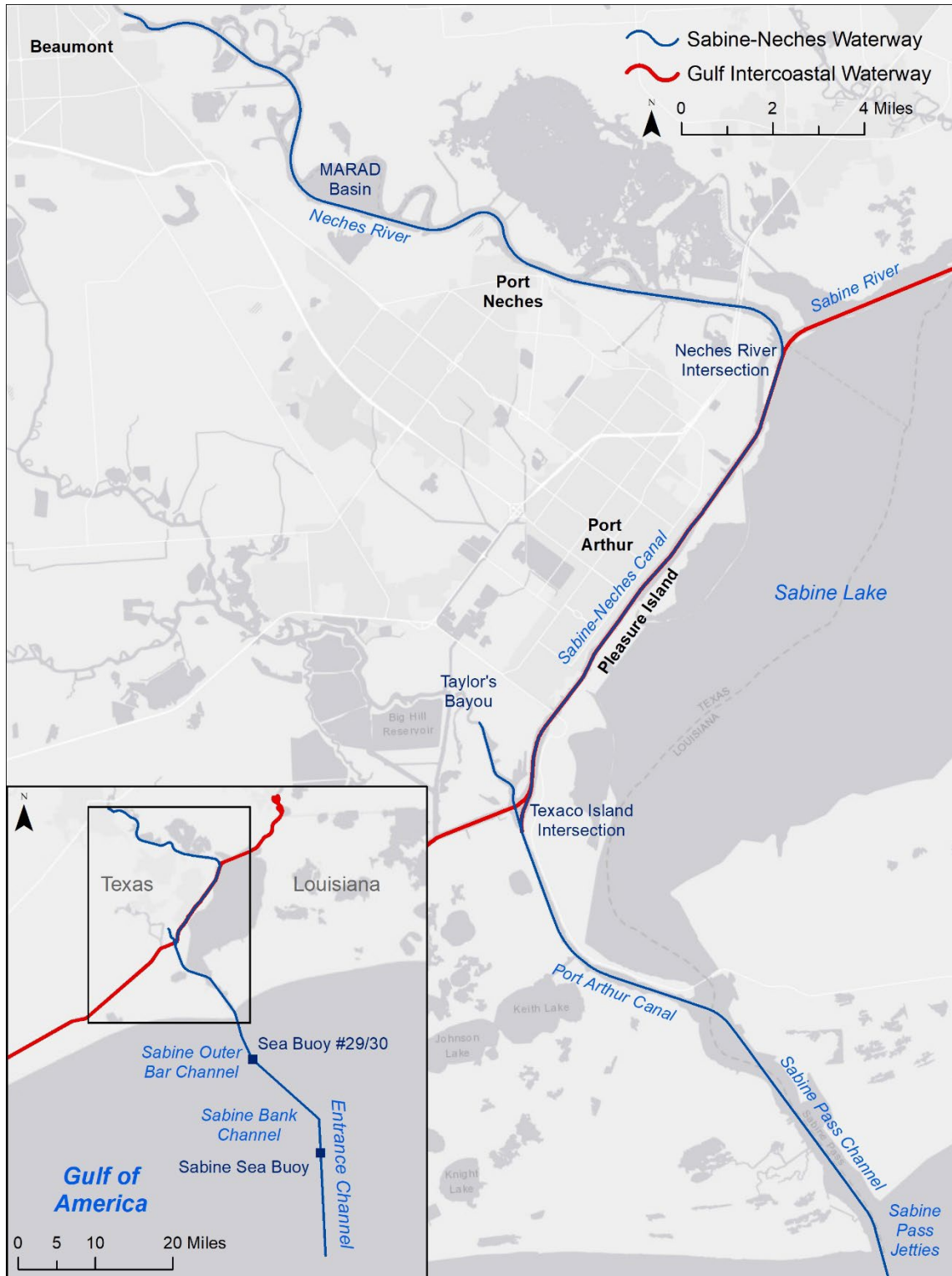
A separate United States Army Corps of Engineers (USACE) channel improvement project (SNWW CIP, “deepening”) is currently under construction to deepen and reconfigure portions of the existing channel. In 2011, a final feasibility report and environmental impact statement (FFR/FEIS) was completed in support of the SNWW CIP (USACE, 2011; 2011a). The 2011 FFR/FEIS’ Real Estate Plan (USACE, 2011b) identified and described the LERRDs required for the construction, operation, and maintenance of the proposed deepening including those required for relocations, borrow material, and dredged or excavated material disposal and beneficial use. The 2011 REP also identified and described the facility/utility relocations necessary to implement the CIP.

In addition to the CIP, there are two additional existing federal projects with elements in the vicinity of the proposed widening.

The Port Arthur Hurricane Flood Protection Project (HFPP) is a federally authorized, USACE constructed, and non-federally (locally) operated and maintained project. The current system provides risk reduction to approximately 65 square miles from hurricane surge tides up to 14 feet. The Port Arthur system provides flood risk reduction to an area with large residential communities and major industrial areas with significant infrastructure investment. Elements of the Port Arthur HFPP exist on the right descending bank of the Sabine-Neches Canal, whereas the proposed channel widening is on the left descending bank. As such, the proposed widening will have no impact on the Port Arthur HFPP. No LERRDs are shared between the two projects.

The Gulf Intracoastal Waterway (GIWW) is a federally authorized, USACE-constructed and operated and maintained inland waterway that spans 1,100 miles connecting ports along the Gulf of America from Brownsville, Texas to St. Marks, Florida. The GIWW is the nation’s third busiest inland navigation waterway and a critical component of the nation’s transportation network. The Texas portion of the GIWW is a 12 to 14-foot deep by 125-foot wide channel along approximately 423 miles with the main channel extending 379 miles from Sabine River to Port Isabel, Texas. The Texas portion of the GIWW provides an intermodal link between the Texas deep draft and shallow draft ports which is critical in supporting the petrochemical industry and the inland port facilities along the Texas coast. As depicted in Figure 4, the GIWW is collocated with and fully within the dimensions of the SNWW for a distance of approximately 11.5 miles from the Texaco Island Intersection to the Neches River Intersection. No LERRDs are shared between the two projects.

Figure 4.
The Gulf Intercoastal Waterway in the Vicinity of the SNWW



9 Real Estate Requirements

The Sabine Neches Navigation District (non-federal sponsor) is required to furnish the lands, easements, rights of way, relocations, and disposals (LERRD) for the proposed cost-shared widening. The real estate requirements must support construction as well as operation and maintenance of the widening after completion.

9.1 Dredged Material Placement

Review of the existing Dredged Material Management Plan (USACE, 2011c) indicates that sufficient placement capacity is available for all widening-generated new-work as well as future increased maintenance volumes from maintaining the wider channel (SNND, 2023a). Implementing the widening and the increased future maintenance material would not require designing, citing, or constructing any additional dredge material placement areas (SNND, 2023a). Existing dredged material placement areas are near the navigation channel and areas for proposed widening.

All of the placement areas currently available to the local sponsor were previously acquired under a local cooperation agreement which required the sponsor to provide all LERRDs necessary (USACE, 2011b). There are no additional real estate requirements for dredged material placement as the existing placement areas provide sufficient capacity (SNND, 2023a).

Dredge material planning for the ongoing channel deepening also included evaluation of beneficial use (BU) opportunities using new-work and maintenance dredged material to restore marsh habitat nearby throughout the 50-year period of analysis (USACE, 2011d). As described in the 2011 FFR/FEIS, the BU site is three former marsh areas on the Neches River (Rose City East, Bessie Heights East, and Old River Cove) combined into one large management feature called the Neches River BU Feature. The BU site is entirely in Texas, is currently in the process of being designed, and will be constructed as described in the 2011 FFR/FEIS (USACE, 2011a).

From Section 5.5.4.2 of the 2011 FEIS Mitigation Plan (Section 5).

"Upon authorization of the CIP, the USACE would use its Navigational Servitude to obtain access for construction of the Texas and Louisiana DMMP BU features and the Louisiana mitigation measures, for the purposes of planning, construction, and postconstruction monitoring. Landowners would be advised of the need for access. All restored areas would remain jurisdictional wetlands and continue to be subject to the Servitude; therefore, conservation easements would not be required."

Assuming that the BU site will be operational at the time of construction of the widening, where economically feasible, dredged material from the proposed widening would be placed in the BU site (SNND, 2023a). Placing these materials into the BU site would accelerate marsh habitat restoration and the associated ecosystem benefits would accrue sooner than using the material from the deepening alone (SNND, 2023a).

9.2 Required Real Estate

The real estate requirements for the proposed channel widening were assessed using engineering guidance for construction assumptions for the widened channel (SNND, 2023a), parcel data describing land ownership, and legal property rights data determining any leases or easements on affected lands. The location of the shoreline was digitized from NAIP aerial photography from 2018; however, it is important to note that the location of shorelines is an inherently ephemeral geographic feature as a shoreline will fluctuate from tides, flood, drought, and/or sustained windy conditions.

Parcel data used to assess the real estate requirements were obtained from the Texas Natural Resources Information System (TNRIS) StratMap Land Parcels website at <https://tnris.org/stratmap/land-parcels>. Parcel data for Orange County and Jefferson County, Texas were from April 2024. These parcel data were the most recently available data at the time of analysis.

Legal property rights and easement information was provided by the Sabine Neches Navigation District, and additionally available for those parcels in Orange County at <http://ors.co.orange.tx.us:8052/portal/?user=online&password=search&environment=live&portal=false&autoLogout=true&app=1009>.

Using Geographic Information Systems software, the location of the side-slope “daylight line” (i.e., the location where the widened channel side-slope will emerge from sediment, whether underwater or on land) was intersected with the mapped shorelines. This comparison was used to estimate the real estate that would be required as it is currently above the water line (i.e., are currently land that would be inundated after the widening construction was completed). These areas of required real estate were then intersected with parcel data to determine parcel ownership and legal status.

Table 1 lists the seven land parcels from which a portion of each is estimated to be area that is currently land, but is expected to be required for the construction of the widening. Channel widening in the Sabine-Neches Canal North section is estimated to require 10.77 acres of real estate presently a part of Pleasure Island and require an additional 6.24 acres from elongate areas along the left descending bank of the Neches River. It is important to note that some parcels adjacent to the waterway include water within the area of the parcel and other parcels have land accreted beyond the legally defined boundary of the parcel. Therefore, the estimated acreage affected for the real estate analysis does not match the estimated acreages of areas of landside effects in the environmental evaluation.

Table 1.
Estimated Land Required Due to Widening Construction

Widening Section ¹	Property ID	GeoID	Owner	Required Acres
Land Under Perpetual Easement Sufficient for Project Needs				
SNCN	85097	053110-000-000700-00000-8	City of Port Arthur	0.58
SNCN	85094	053110-000-000400-00000-5	City of Port Arthur	10.19
Total				10.77
Land Requiring a Channel Improvement Easement				
NRC	22715	000241-000300	Multiple Owners	2.64
NRC	26752	000432-000101	Polk Mineral Partnership	0.69
NRC	23606	000236-000300	Multiple Owners	0.67
NRC	17866	000050-000151	Kudu Limited II, Inc.	1.88
NRC	27188	000417-000100	Sabine River Authority of Texas	0.34
Total				6.24

9.2.1 Land Under Perpetual Easement Sufficient for Project Needs

The parcels 85094 (Fig. 5) and 85097 (Fig. 6) are located on Pleasure Island and are owned by the City of Port Arthur. These parcels are located within the perpetual easement established in 1931 under Texas legislation SB No. 612, 42nd R.S.² (see Attachment A). The purpose of the easement is for "... further widening and otherwise improving said canals as may be authorized by Congress...".

Be it enacted by the Legislature of the State of Texas:

SECTION 1. That there be and there is hereby granted to the United States Government, for the purpose of operating and maintaining the said Port Arthur Canal and Sabine-Neches Canal, and for the purpose of further widening and otherwise improving said canals as may be authorized by Congress, a perpetual right and easement in and to any and all lands belonging to the State of Texas, within said canals and adjacent thereto on the Sabine Lake side thereof, which lands may have formerly been or many now be a part of the bed of said Sabine Lake.

¹ Widening section SNCN is the Sabine-Neches Canal North and widening section NRC is the Neches River Channel.

² See full text at: <https://lrl.texas.gov/legis/billsearch/BillDetails.cfm?legSession=42-0&billTypeDetail=SB&billnumberDetail=612&submitbutton=Search+by+bill>

As such, any real estate required from these parcels or use of these lands in the construction of the widening does not require acquisition in fee title or any additional easement. The easement is sufficient for the needs of the proposed widening.

Please note that Figure 5 and Figure 6 depict real estate to be removed under the widening; however, the Preconstruction Engineering and Design (PED) evaluation of the CIP has determined that approximately 4.4 acres of parcel 85094 and 0.07 acres of parcel 85097 will have already been removed from the parcel prior to channel widening.

Figure 5.
Real Estate Required from Parcel 85094



Figure 6.
Real Estate Required from Parcel 85097



9.2.2 Land Requiring a Channel Improvement Easement

Widening of the SNWW is anticipated to result in the loss of land on the left descending bank in the Neches River. To facilitate the legal right to the loss of land, a review of the Standard Estates as presented in EC 405-1-11 Exhibit 5-29 indicates that a Channel Improvement Easement is the proper estate for the non-federal sponsor to obtain for all affected parcels described below.

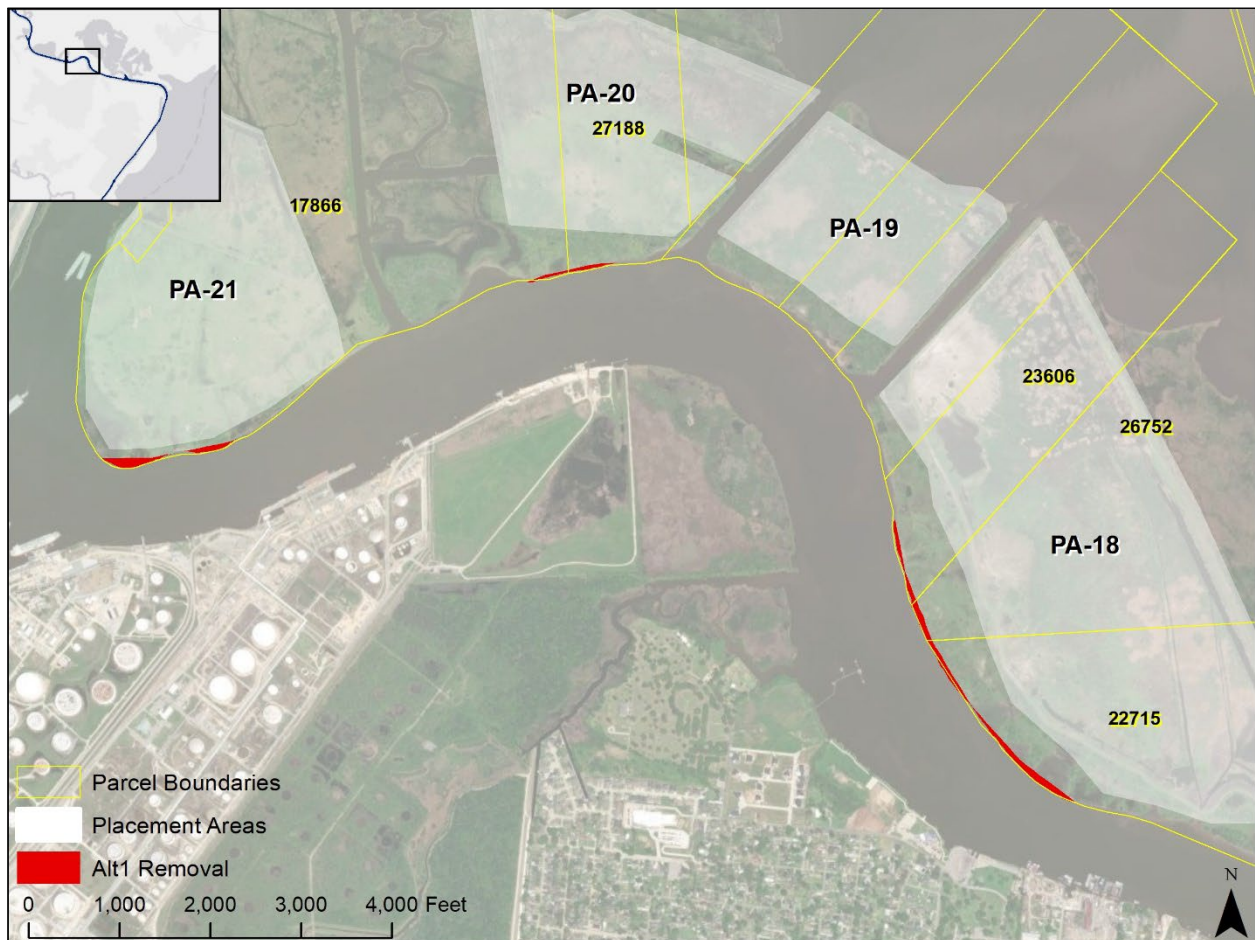
Channel Improvement Easement:

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 dredge or spoil

material; and for such other purposes as may be required in connection with said work of 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.

Figure 9 depicts parcels to be affected by the widening between stationing 350+00 and 500+00. Many of these parcels have been granted a perpetual easement for dredged material placement areas; however, these each of easements are insufficient for project needs because they do not permit the dredging, cutting away, or removal of any land. Each property is sequentially addressed below from downstream to upstream.

**Figure 7.
Real Estate Required from Parcels Along the Neches River**



Parcel 22715 is presently owned by multiple parties (Table 2) and is subject to a perpetual easement granted by Martin Wagner on December 21, 1935 (Volume 115, Page 615; see Attachment B).

Table 2.
Percent Ownership in Parcel 22715

Owner Name	Percent Ownership	Owner ID
Corrent, Pamela Kay	25.0%	O017234
Robins, Virginia Ruth	12.5%	O066176
Virgie's Land	25.0%	O0022447
Clary, Evan Martin	6.25%	O0060282
Hansen, Alton A., Sr. & Betty Ruth Wagner, Tr	12.5%	O0028495
Clary, Hayley Hansen	6.25%	O0060281
Hansen, Alton Arthur	12.5%	O033111

Parcel 26752 is presently owned by Polk Mineral Partnership and is subject to a perpetual easement granted by multiple owners on December 23, 1935 (Volume 115, Page 617; see Attachment C).

Parcel 23606 is presently owned by multiple parties and is subject to a perpetual easement granted by multiple owners on October 30, 1936 (Volume 58, Page 548; see Attachment D).

Table 3.
Percent Ownership in Parcel 23606

Owner Name	Percent Ownership	Owner ID
Moore, Lillie Joyce Roccaforte	16.66%	O0018159
Heisler, Henry C	33.33%	O0018162
Hahn, Ada Frances Roccaforte	16.66%	O0018160
Heisler, Raymond Estate of	33.33%	O0018161

Parcel 27188 is owned by the Sabine River Authority of Texas. The Sabine River Authority of Texas (SRA-TX) was created by the Texas Legislature in 1949 as an official agency of the State of Texas. The SRA-TX was created as a conservation and reclamation district with responsibilities to control, store, preserve, and distribute the waters of the Sabine River and its tributary system for useful purposes.

Parcel 17866 is presently owned by Kudu Limited II, Inc. and is subject to a perpetual easement granted by The Caswell Trust on December 7, 1935 (Volume 115, Page 612; see Attachment E).

Channel Improvement Easements will be obtained by the non-federal sponsor for the parcels listed above during Preconstruction Engineering and Design (PED).

10 Borrow Material

The proposed widening does not require any borrow material.

11 Access/Staging Area

The proposed widening does not require any new LERRDs for access/staging areas. Construction equipment access and staging would use existing industrial waterfront facilities within the Port of Port Arthur and Port Neches for barge and truck loading, discharging, and other barge-operation activities (SNND, 2023a). Where widening would result in relocating adjacent shorelines and converting land to open water, additional construction activities could occur within a temporary landside footprint of disturbance assumed to be 12-25 feet wide for completing the work as well as equipment access and egress. Equipment access and staging would utilize previously disturbed corridors and existing access features to the extent possible. As described in Section 9, these areas already have easements for such activities or would be placed under a Channel Improvement Easement sufficient for such project needs. These land-side actions could include:

- Clearing and grubbing all unwanted surface material with heavy equipment,
- Picking up and removing piles of cleared material with barge-based equipment,
- Removing shoreline protection and staging it for disposal or re-use;
- Pushing the earthen material into the water for dredging with heavy equipment (*e.g.*, dozer); and
- Deploying sediment/runoff control (SNND, 2023a).

12 Recreation Features

The proposed widening does not have any recreation features.

13 Induced Flooding

There will be no induced flooding caused by the proposed widening.

14 Navigational Servitude

Navigation Servitude emanated from the Commerce Clause of the Constitution of the United States, Article I; Section 8, Clause 3. The servitude gives the Federal Government the right to use the “Navigable Waters” of the United States without compensation for navigation projects. These are non-transferable rights and are not considered interest in real property. There is no anticipated need of the Government to exercise Navigational Servitude on this Section 203 Project.

15 Public Law 91-646 Relocations

There are no residential houses, businesses, or farms that would be required for relocation associated with PL 91-646.

16 Assessment of Project Sponsor Land Acquisition Capabilities

The sponsor has the authority and capability to furnish lands, easements, and rights of way in accordance with the Feasibility Cost-Sharing Agreement. The sponsor is highly capable of performing the real estate acquisition required for the proposed widening. A copy of the capability assessment is attached as Attachment H.

17 Baseline Cost Estimate for Real Estate

Table 4 contains the baseline cost estimate and includes the acquisition of Channel Improvement Easements on 9.6 acres of land with a total of 27 distinct owners, relocation costs for an electrical utility transmission tower, and administrative costs associated with the evidence needed to support the certification of Real Estate and documentation needed for LERRDs crediting for the proposed widening. The baseline costs estimate also includes contingencies for lands and relocations.

A more precise estimate of real estate needs from the Channel Improvement Easements will be determined during PED and subsequent negotiations, but any potential real estate costs will not be costly enough to influence the consideration of alternatives.

An electricity transmission tower owned by Entergy Corporation will need to be relocated from the current location to maintain the necessary separation distance from the proposed widening at a total cost of \$10,160,000 (SNND, 2023a). Relocation costs are included as a line item in the Total Project Cost Summary. Administrative costs are included in the Total Project Cost Summary in the Planning, Engineering, and Design line item.

Table 4.
Baseline Cost Estimate for Real Estate

	Federal Cost	Non-Federal Sponsor Cost
Lands and Damages (01)		\$0
Facility/Utility Relocations (02)		\$10,160,000
Administrative Cost		
Acquisition of Easements by NFS (01)		\$150,000
District Review of LERRD Crediting	\$75,000	
Subtotal	\$75,000	\$10,310,000
Contingency (25%)	\$18,750	\$2,577,500
Total	\$93,750	\$12,887,500

18 Acquisition Schedule and Milestones

The acquisition of the LERRDs necessary for the widening is the responsibility of the sponsor; however, the sponsor owns or has easements or leases on all the lands required for widening

needs except for the removal of material and subsequent inundation for some parcels on the left descending bank of the Neches River. To facilitate this unmet project need, the non-federal sponsor will obtain Channel Improvement Easements on the affected parcels during PED.

Once the boundaries of the required easements are confirmed during PED by transmittal of final drawings, the sponsor will obtain a property line survey of the widening boundary that ties to the project survey coordinates. From the survey, the sponsor will prepare a legal description for each tract requiring an easement. At that time, the sponsor will engage a qualified, independent appraiser to determine the fair market values of each affected tract. Each property owner will be contacted by the non-federal sponsor and negotiate for the purchase price of the required Channel Improvement Easement, and closings for the easements will commence. After acquiring the Channel Improvement Easements, the non-federal sponsor will transmit title evidence for each tract to the Galveston District, USACE's Real Estate Division. After the non-federal sponsor has acquired all the real estate interests necessary for the widening, the chief operating officer for the sponsor will execute an "Authorization for Entry for Construction" to the Government, which grants the USACE the right to enter onto the property to construct the widening.

It is anticipated that PED will begin in 2026 and require 24 months for completion. LERRDs acquisition will require 18 months to complete and should be complete in 2028.

19 Mineral Activity

Sabine Lake and the surrounding areas have considerable mineral activity. Mineral rights have not been transferred with property in the areas for the proposed widening. Mineral rights need not be acquired with any lands required for the widening. The State of Texas owns the mineral rights in most of the submerged lands in the widening area. The Government's surface rights in the submerged lands required for the widening emanates from the Navigation Servitude. The Navigation Servitude is the dominant estate and takes precedence over the mineral estate in the required submerged lands.

20 Facilities/Utilities Relocations

Constructing the proposed widening would not require relocating any bridges, docks, or wharfs (SNND, 2023a). However, within the footprint of the proposed widening, more than 60 pipelines, cables, and utilities that traverse the channel were identified (SNND, 2023a). The pipeline clearance requirements for the ongoing channel deepening (i.e., under the future without project, FWOP condition) necessitated the relocation of all of these utilities as part of the ongoing channel deepening (SNND, 2023a). Because these utilities will have already been moved in support of the deepening, the utilities would meet the clearance requirements for the widening and therefore meet the utility clearance requirements. During Preconstruction Engineering and Design (PED), utility depths should be verified, and a detailed hazard survey (magnetometer, side-scan sonar, or similar) should be performed over areas where work would be performed prior to construction as a best management practice.

On the lower Neches River Channel, an electricity transmission tower owned by Entergy Corporation will need to be relocated from the current location to maintain the necessary

separation distance from the proposed widening (SNND, 2023a). Relocating the tower is part of the widening and the cost estimate reflects an assumed cost of \$10,160,000. It is assumed that there is no additional cost for necessary real estate acquisition because the tower will be relocated to existing Entergy Corporation real estate. The Entergy Corporation will be responsible for all real estate actions necessary to move the transmission tower.

21 HTRW or Other Environmental Contaminants

In support of the proposed widening, the SNND developed a Hazardous, Toxic, and Radioactive Waste (HTRW) Assessment Report (SNND, 2023) to inform the Section 203 Feasibility Report and Environmental Assessment that is currently in development.

The HTRW Assessment Report (SNND, 2023) confirms the presence of industrial sources of pollution on the opposite bank of the proposed widening, but no previously confirmed environmental conditions have been identified in the areas to be dredged. This evaluation has examined the type and extent of known contamination and concludes that there is very low risk for HTRW problems which could impact or be impacted by potential project features. Based on the findings in the report, the assessment does not identify any reason to believe there would be a required HTRW response action to implement the proposed widening; as such, there are no preliminary cost estimates for required HTRW response actions included in the HTRW Assessment Report. Nonetheless, because of the long industrial history of the waterway, a potential contaminated material placement site has been identified and potential special material handling costs have been included in the Cost and Schedule Risk Analysis performed for the Section 203 Feasibility Report and Environmental Assessment.

Analytical data characterizing the sediments to support dredged material placement and beneficial use decisions need to reflect conditions at the time of construction. Sediment sampling and analyses will be evaluated and conducted during PED. As such, there will be no sediment sampling during the Feasibility Phase, because these samples may not reflect the conditions at the time of construction.

In accordance with 12-37(g) of ER 405-1-12, if LERRDs required for the widening are found to be contaminated with regulated materials, the tracts will be appraised with the assumption that the lands are no longer contaminated for crediting purposes; that is, that an appropriate response action has occurred. The market value of a presently or previously contaminated tract may be lessened due to the stigma that arises from its history of contamination.

22 Attitudes of the Landowners

As described in Section 9, many of the lands to be affected by the proposed widening have permanent easements for the deposition of dredged materials; however, the existing easements are insufficient for widening needs and an additional Channel Improvement Easement will be required to permit the removal of material. No resistance to the proposed widening by the various landowners is expected. Coordination with landowners has not taken place and would continue during the remainder of the feasibility process and PED. With detailed design, the need for the property will be confirmed or determined unnecessary.

23 Sponsor Notification of Risks

The non-federal sponsor will be advised in writing of the risks associated with acquiring land prior to the execution of the project partnership agreement. A copy of the letter will be attached to this appendix as Attachment I.

24 References

Sabine Neches Navigation District (SNND). 2023. Sabine Neches Navigation Improvement Project, Integrated Section 203 Feasibility Report and Environmental Assessment, HTRW Assessment Report.

Sabine Neches Navigation District (SNND). 2023a. Sabine-Neches Waterway Navigation Improvement Project, Section 203 Study. Engineering Appendix. *In Development*.

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Attachment A

S.B. No. 612

GRANTING PORTIONS OF SABINE LAKE BED TO U. S. GOVERNMENT.

S. B. No. 612.] CHAPTER 176.

An Act providing for the granting of certain easements to the United States Government in a portion of the present and former bed of Sabine Lake in and adjacent to the Port Arthur Canal and the Sabine-Neches Canal; providing the means and manner thereof; providing exceptions and the purposes thereof; and declaring an emergency.

WHEREAS, the United States Government in the construction of deep-water channels known as the Port Arthur Canal and the Sabine-Neches Canal obtained from the land owners' deeds for right of way and dumping grounds adjacent thereto for dredged material, and a question has arisen as to the sufficiency of the United States Government's title to portions of such right of way and dumping grounds upon the Sabine Lake side of said canals in that it now appears that the title thereto may be vested in the State of Texas as part of the former and present bed of Sabine Lake; and

WHEREAS, it is necessary in the dredging of said canals for maintenance and for further improvement that the United States Government should have the necessary right of way therefor and that the dredged material should continue to be deposited on the Sabine Lake side of said canals as has been heretofore done; and

WHEREAS, in the interest of navigation and commerce, it is necessary that said canals should be further improved and maintained by the United States Government and said procedure be continued, and that the result thereof will improve navigation and will aid commerce and will prove beneficial to the State in many other ways; now therefore

Be it enacted by the Legislature of the State of Texas:

SECTION 1. That there be and there is hereby granted to the United States Government, for the purpose of operating and maintaining the said Port Arthur Canal and Sabine-Neches Canal, and for the purpose of further widening and otherwise improving said canals as may be authorized by Congress, a perpetual right and easement in and to any and all lands belonging to the State of Texas, within said canals and adjacent thereto on the Sabine Lake side thereof, which lands may have formerly been or many now be a part of the bed of said Sabine Lake.

SEC. 2. That there be and there is further hereby granted to the United States Government for the entire length of the Port Arthur Canal and the Sabine-Neches Canal, a perpetual right and easement along and upon the Sabine Lake side of said canals, for the purposes of depositing, dumping and pumping dredged material from said canals onto and into the former and present shore and/or bed of Sabine Lake; provided, however, that said Government shall not deposit or dump any such material along and adjacent to the Sabine-Neches Canal onto or into the shore or bed of said Lake between the points represented by the Southeastward projection of Houston Avenue, on the South, and Richmond Avenue, on the North, (which said avenues are shown upon the official map of the City of Port

Arthur), and which is a distance of approximately 7,100 feet, except by and with the consent of the City of Port Arthur.

SEC. 3. The fact that the United States Government will not proceed as heretofore in the maintaining and improving of said canals in the absence of the grant herein contained, and the fact that only a few days remain of this Session, create an emergency and an imperative public necessity requiring the suspension of the Constitutional Rule that bills be read on three several days in each House, and said Rule is hereby suspended, and that this Act shall take effect and be in force from and after its passage, and it is so enacted.

Approved May 18, 1931.

Effective 90 days after adjournment.

[NOTE.—S. B. No. 612 passed the Senate by a viva voce vote; passed the House by a vote of 107 yeas, 0 nays.]

Attachment B

Volume 115, Page 615

<http://ors.co.orange.tx.us:8052/portal/?user=online&password=search&environment=live&portal=false&autoLogout=true&app=1009>

THE STATE OF TEXAS)
COUNTY OF ~~JEFFERSON~~)
OR. ORANGE)

2075

VOL 115 PAGE 615

KNOW ALL MEN BY THESE PRESENTS THAT I, Martin Wagner
for and in consideration of appropriations made and to be
made by the Congress of the United States of America, and
of the contributions of funds heretofore made by local
interests for the construction and subsequent maintenance
of a deep water ship channel from deep water in the Gulf of
Mexico leading to Port Arthur, Beaumont and Orange, Texas,
do hereby give and grant to the United States of America
the right, power and privilege to deposit spoil and other
excavated matter from said channel during any enlargement or
subsequent maintenance upon land owned by myself, Martin Wagner

situated in the G. C. and S. F. Ry
Co. Survey #3, surveys in Jefferson (or Orange)

County, Texas, and more particularly described as follows:

21.6 acres of land more or less, in the G.C.
and S.F. Ry. Co. Survey, in Orange County,
Texas, as the same appears of record in the
office of the County Clerk, in said County
and state, reference being hereby made to
said records for a better description of same.

We (or I) do hereby expressly waive and release said United States of America, its officers, agents, servants and contractors from any and all claims for damages to the land and premises owned by us (or me) adjacent said ship channel resulting from the construction and maintenance work, and the deposit of spoil or other matter, this and

B.F.M.

Enclosure No. 7

V 115, P 615

VOL 115 PAGE 616

release of damages being intended as a continuing covenant which shall run with the land and be binding upon ourselves (or myself) and our (or my) successor or successors in ownership of said land.

And we (or I) covenant and certify that we (or I) are (or am) the true and lawful owners (or owner) of said land and premises, and that we (or I) have the right to make this covenant and release.

In testimony whereof we (or I) have caused this instrument to be executed on this 21st day of December, 1935.

Martin Wagner

THE STATE OF TEXAS }
COUNTY OF JEFFERSON }
~~COUNTY OF ORANGE~~ }

Before me the undersigned authority, on this day personally appeared Martin Wagner known to me to be the person whose name is subscribed to the foregoing instrument of writing, and acknowledged to me that he executed the same purposes and consideration therein expressed.

Given under my hand and seal at Port Neches, Texas this 21st day of December, 1935.



(Signed) E. M. Skelton
Notary Public in and for
Jefferson County, Texas.

Attachment C

Volume 115, Page 617

TXOrmgDRV0115P617 VOL 115 PAGE 617
 THE STATE OF TEXAS)
 COUNTY OF ~~JEFFERSON~~) 2076
 OR ORANGE)
 WE: I. D. Polk
 Marie S. Polk
 Ruth B. Polk
 Itessa Polk Jones Jr.
 Roland Jones, Jr.
 James V. Polk

KNOW ALL MEN BY THESE PRESENTS THAT

for and in consideration of appropriations made and to be made by the Congress of the United States of America, and of the contributions of funds heretofore made by local interests for the construction and subsequent maintenance of a deep water ship channel from deep water in the Gulf of Mexico leading to Port Arthur, Beaumont and Orange, Texas, do hereby give and grant to the United States of America the right, power and privilege to deposit spoil and other excavated matter from said channel during any enlargement or subsequent maintenance upon land owned by us situated in Orange County, Texas survey in ~~Jefferson~~ (or Orange) County, Texas, and more particularly described as follows:

- TRACT NO. 1:
 114 acres out of Jacob Beaumont 1280 acre survey in Orange County, Texas, Beginning in East bank of Neches River at south or lower corner of George W. Block's preemption survey, Thence North 45 East with George W. Block's line a sufficient distance so that by running thence due South to the South line of the Jacob Beaumont survey and thence West to the place of beginning, will include an area of 114 acres.
- TRACT NO. 2:
 186 acres of G. C. & S. F. Survey No. 4 District No. 441 on the Neches River in Orange County, Texas.

We (or I) do hereby expressly waive and release said United States of America, its officers, agents, servants and contractors from any and all claims for damages to the land and premises owned by us (or me) adjacent said ship channel resulting from the construction and maintenance work, and the deposit of spoil or other matter, this and

release of damages being intended as a continuing covenant which shall run with the land and be binding upon ourselves (or myself) and our (or my) successor or successors in ownership of said land.

And we (or I) covenant and certify that we (or I) are (or am) the true and lawful owners (or owner) of said land and premises, and that we (or I) have the right to make this covenant and release.

In testimony whereof we (or I) have caused this instrument to be executed on this 23rd day of December, 1935.

I. S. Paek
Maurice S. Paek
Ruth B. Paek
Stacia Paek Jones
Alan Jones
Jas. V. Paek

THE STATE OF TEXAS }
COUNTY OF JEFFERSON }
OR ORANGE }

Before me the undersigned authority, on this day personally appeared I. S. Paek known to me to be the person whose name is subscribed to the foregoing instrument of writing, and acknowledged to me that he executed the same ^{for the} purposes and consideration therein expressed.

Given under my hand and seal at Dumont, Texas this 23rd day of December, 1935.



(Signed) Lorraine Tadlock
Notary Public in and for
Jefferson County, Texas

THE STATE OF TEXAS)
COUNTY OF JEFFERSON)

Before me the undersigned authority, on this day personally appeared Maurice S. Paek known to me to be the person whose name is subscribed to the foregoing instrument of writing, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal at Dumont, Texas this 23rd day of December, 1935.



(Signed) Lorraine Tadlock
Notary Public in and for
Jefferson County, Texas

TXOmgDRV0115P617

VOL 115 PAGE 620

THE STATE OF TEXAS }
COUNTY OF JEFFERSON }
~~OR GRANGE~~

Before me, the undersigned authority, on this day personally appeared Palmer Jones, Jr known to me to be the person whose name is subscribed to the foregoing instrument of writing, and acknowledged to me that he executed the same for the purposes and consideration there in expressed.



Given under my hand and seal at Palmer, Texas this 23rd day of December, 1935.

(Signed) Lorain Sadlock
Notary Public in and for
Jefferson County, Texas

THE STATE OF TEXAS }
COUNTY OF JEFFERSON }
~~OR GRANGE~~

Before me, the undersigned authority, on this day personally appeared James V. Park known to me to be the person whose name is subscribed to the foregoing instrument of writing, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



Given under my hand and seal at Palmer, Texas this 23rd day of December, 1935.

J.H. [Signature]

(Signed) Lorain Sadlock
Notary Public in and for
Jefferson County, Texas

Attachment D

Volume 58, Page 548

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#####
MRS. KATIE BURKART, ET AL # THE STATE OF TEXAS, COUNTY OF - - - - - KNOW ALL MEN BY THESE
    TO # PRESENTS: That I (we) Mrs. Katie Burkart & husband H. Burkart,
UNITED STATES OF AMERICA # W. H. Heisler and A. C. Heisler of the County of Orange, State of
    EASEMENT # Texas, for and in consideration of the appropriations made and to
##### # be made by the Government of the United States of America, and of
the contributions of funds heretofore made by local interests for the construction and subsequent
maintenance of the ship channel from deep water in the Gulf of Mexico leading to Port Arthur,
Beaumont, and Orange, Texas, do hereby give and grant to the United States of America the right,
power and privilege to construct the said ship channel as now planned and approved or may be
planned and approved by the United States Engineers in charge of the construction thereof, through,
over and along a parcel of land situated in Geo. L. Block survey in Orange County, Texas, said
parcel being shown on blue print, file 30-3-84, attached hereto and made a part hereof and des-
cribed by metes and bounds as follows:

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Beginning at Corner No. 1, whence Station 387/92.1 (400.0) foot off-set of the U. S.

Reference Line for the Neches River bears North 83° -20' -43" East 100.0 feet, and a monument locating the Southwest corner of the Geo. L. Block Survey, and the south corner of Jacob Beaumont Survey bears South 19° -20' -00" East 222.3 feet, thence North 6° -39' -17" West 1437.0 feet to corner No. 2, located on and intersecting the Northerly boundary line of the Geo. L. Block Survey and the Southerly boundary of the A. Schramm Survey, thence South 45° -00' -00" West 108.0 feet to a boundary monument and corner No. 3, which is the Southwest corner of the A. Schramm Survey and the North west corner of the Geo. L. Block Survey, thence Southeasterly 1381.0 feet more or less following the meanders of the Neches River to place of beginning, as shown on blue print, file 30-3-84, attached hereto.

Said tract contains 3.57 acres more or less.

All bearings are referred to true meridian.

Above described area is within the Geo. L. Block survey- Orange, County, Texas.

The above grant is made upon the express condition that any part of the above described tract of land which may not be dredged away in the construction of said channel within a period of five (5) years from this date, shall revert to and re-vest in the grantors herein, their heirs or assigns, so that their ownership shall extend to the bank or water's edge when said channel dredging is completed.

Enclosure No. 8

The right, power and privilege is also granted to deposit spoil and other excavated material from said channel during any enlargement or subsequent maintenance upon land situated in Geo. L. Block survey in Orange County, Texas, and more particularly described as follows:

160 acres being the George L. Block Survey on the Neches River in Orange County, Texas, abstract Number 236.

I (we) do hereby expressly waive and release said United States of America, its officers, agents, servants and contractors from any and all claims for damages to the land and premises owned by me (us) adjacent to said channel resulting from the construction, improvement and maintenance of said channel and the deposit of spoil or other dredged material thereon; this waiver and release of damage being intended as a continuing covenant which shall run with the land and binding upon me (us) and my (our) successors in ownership of said land.

And I (we) hereby covenant and certify that I (we) am (our) the true and lawful owner (owners) of said land and premises, and that I (we) have the legal right to execute this easement, covenant and release from damage liability.

WITNESS MY HAND, at Port Neches, Texas, this 30 day of October A. D. 1936.

- Mrs. Katie Burkart

- H. Burkart

W. H. Heisler

A. C. Heisler

THE STATE OF TEXAS

COUNTY OF JEFFERSON

Before me, the undersigned authority, on this day personally appeared Mrs. Katie Burkart & H. Burkart known to me to be the persons whose names are subscribed to the foregoing instrument of writing, and acknowledged to me that he they (she) executed the same for the purposes and consideration therein expressed.

Given under my hand and seal at Port Neches, Texas this 30 day of October, 1936.

(Signed)

E. M. Walker

Notary Public in and for Jefferson County,
Texas.

(Seal)

THE STATE OF TEXAS,

COUNTY OF JEFFERSON.

BEFORE ME, the undersigned authority, on this day personally appeared H. Burkart and Mrs. Katie Burkart his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Mrs. Katie Burkart, wife of the said H. Burkart, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mrs. Katie Burkart, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30 day of Oct A. D. 1936.

E. M. Walker
Notary Public in and for Jefferson County,
Texas.

(Seal)

THE STATE OF TEXAS
COUNTY OF JEFFERSON

Before me, the undersigned authority, on this day personally appeared W. H. Heisler known to me to be the person whose name is subscribed to the foregoing instrument of writing, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal at Port Neches, Texas this 30th day of October, 1936.

(Signed) E. M. Walker
Notary Public in and for Jefferson County,
Texas.

(Seal)

THE STATE OF TEXAS
COUNTY OF JEFFERSON OR

Before me, the undersigned authority, on this day personally appeared A. C. Heisler known to me to be the person whose name is subscribed to the foregoing instrument of writing, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal at Port Neches, Texas, this 30 day of October, 1936.

(Signed) E. M. Walker
Notary Public in and for Jefferson County,
Texas.

(Seal)

Map hereto attached recorded in Vol. 2, page 44, Map Records, Orange County, Texas.

Filed for record on the 27th day of February, A. D. 1937, at 8 o'clock A. M., and duly recorded on this the 6th day of March, A. D. 1937, at 10:10 o'clock A. M.

W. A. Gunning, Clerk,

By Sadie Stephens, Deputy.

County Court, Orange County, Texas.

Attachment E

Volume 115, Page 612

VOL 115 PAGE 612
THE STATE OF TEXAS }
COUNTY OF JEFFERSON }
~~OR ORANGE~~ *Orange* }

2074

KNOW ALL MEN BY THESE PRESENTS THAT The Caswell Trust
for and in consideration of appropriations made and to be
made by the Congress of the United States of America, and
of the contributions of funds heretofore made by local
interests for the construction and subsequent maintenance
of a deep water ship channel from deep water in the Gulf of
Mexico leading to Port Arthur, Beaumont and Orange, Texas,
do hereby give and grant to the United States of America
the right, power and privilege to deposit spoil and other
excavated matter from said channel during any enlargement or
subsequent maintenance upon land owned by The Caswell Trust
situated in B.B.B. & O.R.R. Co.
survey in Jefferson (or Orange)
County, Texas, and more particularly described as follows:

755 acres of B.B.B. & O.R.R. Co. Survey
No. 84 being all land owned by said The
Caswell Trust in said survey.

We (or I) do hereby expressly waive and release said
United States of America, its officers, agents, servants
and contractors from any and all claims for damages to the
land and premises owned by us (or me) adjacent said ship
channel resulting from the construction and maintenance
work, and the deposit of spoil or other matter, this and

J.M.

Enclosure No. 12

VOL 115 PAGE 613

release of damages being intended as a continuing covenant which shall run with the land and be binding upon ourselves (or myself) and our (or my) successor or successors in ownership of said land.

And we (or I) covenant and certify that we (or I) are (or am) the true and lawful owners (or owner) of said land and premises, and that we (or I) have the right to make this covenant and release.

In testimony whereof we (or I) have caused this instrument to be executed on this 7th day of December, 1935.

By The Laurel Trust
J. S. Edwards
By Geo. W. Caswell
Trustee

THE STATE OF TEXAS }
COUNTY OF JEFFERSON }
~~OR ORANGE~~

Before me the undersigned authority, on this day personally appeared J. S. Edwards known to me to be the person whose name is subscribed to the foregoing instrument of writing, and acknowledged to me that he executed the same purposes and consideration therein expressed.

Given under my hand and seal at Beaumont, Texas day of December, 1935.



(Signed) Ethel Baillio
Notary Public in and for
Jefferson County, Texas

R. H. M.

VOL 115 PAGE 614

THE STATE OF TEXAS }
COUNTY OF JEFFERSON }
OR ORANGE }

Before me, the undersigned authority, on this day
personally appeared Geo. W. Caswell known to me to
be the person whose name is subscribed to the foregoing in-
strument of writing, and acknowledged to me that he executed
the same for the purposes and consideration therein express-
ed.



Given under my hand and seal at Beaumont, Texas
this 14th day of December, 1935.

(Signed) Ethel Baillie
Notary Public in and for
Jefferson County, Texas

R. H. M.

THE STATE OF TEXAS }
COUNTY OF JEFFERSON }
OR ORANGE }

Before me, the undersigned authority, on this day
personally appeared _____ known to me
to be the person whose name is subscribed to the foregoing
instrument of writing, and acknowledged to me that he ex-
ecuted the same for the purposes and consideration therein
expressed.

Given under my hand and seal at _____,
this _____ day of _____, 1935.

(Signed) _____
Notary Public in and for
County, _____

Attachment F

ASSESSMENT OF NON-FEDERAL SPONSOR'S REAL ESTATE ACQUISITION CAPABILITIES

- I. Legal Authority:
- a. Does the Sponsor have legal authority to acquire and hold title to real property for project purposes? (Yes/No)
Yes.
 - b. Does the Sponsor have the power of eminent domain for this project? (Yes/No)
Yes.
 - c. Does the Sponsor have “quick-take” authority for this project? (Yes/No)
No.
 - d. Are any of the lands/interest in land required for the project located outside the Sponsor’s political boundary? (Yes/No)
Yes.
 - 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)
Yes.
- 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?
Not Applicable.
 - 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 workload, 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 U. S. Army Corps of Engineers 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 U. S. Army Corps of Engineers projects?

Yes.

With regard to this project, the sponsor is anticipated to be:

Highly Capable.

V. Coordination:

- a. Has this assessment been coordinated with the sponsor?

Yes.

- b. Does the sponsor concur with this assessment?

Yes.

Prepared by:

Randall Reese
Executive Director & CEO
Sabine-Neches Navigation District

Reviewed and approved by:

Attachment G

Risk of Early Acquisition Letter to Sponsor