

U.S. Corps of Engineers Cache River Restoration Project: Cache River Property Owner Judicial Complaint for Declaratory/Injunctive Relief



Walter Wright, Jr.
wwright@mwlaw.com
(501) 688.8839

08/28/2019

Lundell Farming Company, L.P. and LFCLP1, LLC, (collectively “Lundell”) filed an August 23rd Complaint for Declaratory and Injunctive Relief against the United States Corps of Engineers (“Corps”) (including certain individuals in their official capacity) and the City of Clarendon, Arkansas, in the United States District Court (E.D. Arkansas) in regards to a project involving the Cache River in Eastern Arkansas. See no. 4:19-cv-594-BRW.

The Complaint addresses a Project Partnership Agreement (“Partnership Agreement”) between the Corps and Clarendon which involved restoration of meanders in a seven-mile stretch of the Cache River (“Restoration Project”).

Lundell is stated to own property that borders approximately four miles of the west bank of the Cache River. A seven-mile stretch of the river was stated to have been originally channelized as part of a project conducted by the Corps in the early 1970s.

The Complaint states that prior to entering into the Partnership Agreement the Corps was required by its regulations to determine whether Clarendon was capable of performing the requirements of the Partnership Agreement. The requirements are stated to project an expenditure of several million dollars over a period of several decades in order to maintain and operate the Restoration Project. It is further stated that the Corps was aware at the time it entered into the Partnership Agreement that the failure to properly maintain and operate the Restoration Project would cause the Cache River to erode Lundell’s property (and put the safety of the public [including Lundell’s guests] at risk).

Clarendon is stated to have been enjoined by an Arkansas court from expending any funds in connection with the Restoration Project. This is stated to have been due to the Clarendon’s absence of authority to enter into the Partnership Agreement (because the costs of the Restoration Project are stated to have exceeded the City’s annual revenues).

Clarendon is stated to have failed to undertake any inspections or maintenance of the Restoration Project since its completion. Further, it is alleged that the Corps has taken the position that it has no responsibility for the Restoration Project. As a result, the Complaint seeks Declaratory and Injunctive relief against the Corps to:

. . . ensure that the Restoration Project is properly inspected and maintained and to protect Plaintiffs and the public against the harm that the Corps admits will ensue should such inspections and maintenance not occur.

A copy of the Complaint (excluding exhibits) can be downloaded [here](#).