

Draft Appendix E

Real Estate Plan

Rahway River Basin, New Jersey Flood Risk Management Feasibility Study

November 2016



**New Jersey
Department of
Environmental Protection**



**U.S. Army Corps of Engineers
New York District**

**RAHWAY RIVER BASIN, NEW JERSEY FLOOD RISK MANAGEMENT
FEASIBILITY STUDY**

NOVEMBER 2016 REAL ESTATE PLAN

Table of Contents

	<u>Page</u>
1. Preamble	i
2. Statement of Purpose	1
3. Project Purpose and Features	1
a. Project Purpose	1
b. Plan of Improvement	1
c. Required Lands, Easements, and Rights-of-Way (LER)	2
d. Appraisal Information	3
4. LER Owned by the Non-Federal Sponsor	3
5. Non-Standard Estates	3
6. Existing Federal Projects	4
7. Federally-Owned Land	4
8. Navigational Servitude	4
9. Maps	4
10. Induced Flooding	4
11. Baseline Cost Estimate for Real Estate	4
12. Public Law 91-646, Uniform Relocation Assistance	5
13. Minerals and Timber Activity	6
14. Land Acquisition Experience and Capability of the Non-Federal Sponsor	6
15. Zoning	6
16. Schedule of Acquisition	6
17. Facility / Utility Relocations	6
18. Hazardous, Toxic, and Radioactive Waste (HTRW)	7
19. Project Support	7
20. Notification to Non-Federal Sponsor	7
21. Other Issues	7
22. Point of Contacts	7
23. Recommendations	7

Exhibits and Attachments

Exhibit "A"- Real Estate Maps

Exhibit "B"- Required LER

Exhibit "C"- Standard Estates

Exhibit "D"- Baseline Cost Estimate for Real Estate

Exhibit "E"- Non-Federal Sponsor Capability Assessment Checklist

1. Preamble

Project Authorization: The study was authorized in a resolution of the Committee on Transportation and Infrastructure of the U.S. House of Representatives. The Rahway River Basin resolution was dated 24 March 1998.

“Resolved by the Committee on Transportation and Infrastructure of the United States House of Representatives, That, the Secretary of the Army review the report of the Chief of Engineers on the Rahway River, New Jersey, published as House Document 67, 89th Congress, and other pertinent reports to determine whether any modifications of the recommendations contained therein are advisable at the present time, in the interest of water resources development, including flood control, environmental restoration and protection and other related purposes.”

Official Project Designation: Rahway River Basin, New Jersey, Flood Risk Management Feasibility Study (hereinafter the “Study,” or “Project”)

Project Location: An Initial Screening Report (2006) documented and recommended further investigation in the Township of Cranford and the City of Rahway along the Robinson’s Branch, two areas within the basin that experienced regular flooding for past storm events. Due to this initial screening and through coordination with the non-Federal sponsor and local stakeholders, the main focus of the ongoing study has been on fluvial flooding within Cranford and Rahway. The Rahway River Basin project area lies in portions of Essex, Middlesex and Union Counties in NJ. The project area lies in sections of the Townships of Cranford and West Orange and the City of Rahway. The project area is within the study area and is the area in which the flood risk management project would be constructed. The Rahway River flows through the municipalities of Springfield, Union, Cranford and Clark before traveling through the City of Rahway, entering from Clark at Rahway River Park. The Rahway River receives waters of Robinson’s Branch at Elizabeth Avenue between West Grand Avenue and West Main Street and the waters of the South Branch at East Hazelwood Avenue and Leesville Avenue before it leaves the City of Rahway and enters the city limits of Linden and Carteret. The Rahway River then flows into the Arthur Kill. .

Non-Federal Sponsor: The non-Federal sponsor for this Project is the New Jersey Department of Environmental Protection (hereinafter referred to as "NJDEP" and/or the "Project Partner"). Based on the recommendation and approval of the Reconnaissance Report, a Feasibility Cost Sharing Agreement (FCSA) was executed in March 2002 with the NJDEP, with the cost of the study being **50% Federal** and **50% non-Federal**.

2. Statement of Purpose

This Real Estate Plan (the “REP”) is prepared in support of the Rahway River Basin, New Jersey, Flood Risk Management Feasibility Study.

3. Project Purpose and Features

a. Project Purpose:

The purpose of the Project is to evaluate potential flood risk management solutions to frequent fluvial flooding problems within the Rahway River Basin, New Jersey.

b. Plan of Improvement:

This report will describe the Tentatively Selected Plan (TSP) for the Project that would meet this objective. This plan is not yet optimized and this REP may require further revisions upon optimization. The TSP is made up of a combination of two alternatives and is described as follows:

- 1) Cranford Alternative 4a. Alternative 4a consisting of channel modification in the Township of Cranford and a new outlet for the Orange Reservoir would provide flood risk management for the Township of Cranford. The modification of the Orange Reservoir also provides flood risk management for the upstream municipalities of Millburn and Springfield. . Required Lands, Easements and Rights of Way (LER) for this alternative will be summarized in section 4 below.
- 2) Robinson’s Branch Non-Structural. The nonstructural flood risk management would consist of elevating all buildings within the 20% floodplain, as determined by ground elevation and all structures with a main floor elevation at or below +9.4 feet North American Vertical Datum of 1988 (“NAVD88”). The construction of the Project will be implemented on a voluntary basis in a single-construction phase. The Project Partner will be responsible for implementing the Project. Nonstructural floodproofing measures will be offered to owners of eligible structures on a voluntary basis. Eligible structures will, in addition, have to meet the following criteria:
 - Owner is willing to participate in the nonstructural program and execute a Floodproofing Agreement containing a restrictive covenant limiting development of the property below the determined elevation.
 - Structure is in a safe, decent and sanitary condition
 - Owner possesses clear title to the property
 - Structure and appurtenant land is not contaminated with hazardous, toxic or radioactive waste or materials
 - Owner does not owe taxes or other debts to any state or local government entity or to the Federal Government

- Owner has not previously received any disaster assistance for the elevation of the structure
- Property owner is willing to expend costs that may be necessary in connection with the elevation of the structure which are not eligible costs covered by the program (i.e. temporary housing during construction)

Structures categorized within the voluntary program will be elevated or flood proofed only with the owner's consent. Where owners are willing to participate, but structures do not meet the program criteria, if cure is possible, owners will be afforded the opportunity to cure any defect in the structure, otherwise applications for ineligible structures will be denied.

Eminent domain authority will not be used to require landowners in this category to participate in the program; however, tenants who reside in structures to be elevated may be eligible for certain benefits in the accordance with Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs of 1970. See 49 C.F.R. 24.101(a)(2) for additional detail.

Where owners of eligible properties elect to participate in the Project, the following process shall be implemented:

- Property owner deliver a completed application for structure elevation to the Project Partner. The application must be signed by all owners and lien-holders of the property and structure;
- Project Partner shall ensure property meets all eligibility criteria;
- Property owner shall submit to Project Partner proof of ownership and a current Elevation Certificate;
- Project Partner shall conduct a title search to verify clear title;
- Project Partner shall conduct a Phase I HTRW/asbestos investigation. All asbestos must be abated and disposed of properly.
- Floodproofing Agreement is executed by property owner and Project Partner and recorded with the County clerk.
- Elevation of structure is completed.

c. Required Lands, Easements, and Rights-of-Way (LER):

Cranford Alternative 4a:

The parcel data is provided in Exhibit "B". The TSP, as described above in Section 3, requires a total of **2.52** acres in permanent easements and **4.56** acres in temporary work area easements, totaling **7.08 acres**. This alternative impacts a total of **113 parcels**. This plan is not yet optimized and further revisions to the parcel data may need to be done after optimization; at which point this REP may need to be revised accordingly.

Easements for this alternative will include a combination of the following Standard Estates, a full description of the standard estates are provided in Exhibit "C". **Channel Improvement**

Easements (Standard Estate No. 8) will be used where any channel improvement work will take place. **Flood Protection Levee Easements (Standard Estate No. 9)** will be used where levees, gate structures and/or pumping station work is going to take place. **Temporary Work Area Easements (Standard Estate No. 15)** will be used where temporary access is needed to support construction and/or staging areas.

Robinson’s Branch Non-structural Alternative:

Parcel data for this alternative has not been provided in this REP, however, it is estimated this alternative will impact a total of **twenty-one (21)** parcels that occupy approximately **4.84** acres of land; they will be identified upon optimization of the Project. Currently, the New York District is awaiting nonstructural flood-proofing implementation guidance from USACE Headquarters. The forthcoming guidance may alter the real estate instruments used to enable construction of this alternative. Pending receipt of further guidance, New York District offers the following tentative schedule of required LER for this alternative. Upon further guidance and optimization, New York District may need to revise this REP accordingly.

The estates required for this alternative are individual Rights of Entry for Survey and Exploration (“ROE”) and corresponding Floodproofing Agreements, a full description of these estates are provided in Exhibit “C”. ROEs will be required on the entire lot of the 21 properties that will be identified upon optimization of the Project. The ROEs will serve to allow the Project Partner to enter into the property and investigate to ensure the property meets the eligibility criteria identified in section 3(b) above. This includes verifying that the structure is in decent, safe and sanitary condition, and a Phase 1 HTRW investigation. In addition to Rights of Entry, the Project requires Floodproofing Agreements executed between property owner and Project Partner. The Floodproofing Agreement will provide the mechanism for the floodproofing work to occur, as well as a restrictive covenant limiting development on the property below a determined elevation.

d. **Appraisal Information:**

A Land Cost Estimate Appraisal was prepared on May 26, 2016 identifying the real estate acquisition costs for the required LER of the Cranford Alternative 4a at a value of **\$525,000**, including a 20% contingency. The Robinson’s Branch Non-Structural Alternative, contemplates acquisition of up to twenty-one Rights of Entry for Survey and Exploration, and up to twenty-one Floodproofing Agreements. As the Non-Structural treatments are voluntary in nature, the ROEs and Floodproofing Agreements have no market value and no appraisal is required.

4. LER Owned by the Non-Federal Partner:

The non-Federal Sponsor does not own any of the LER required for the Project.

5. Non-Standard Estates

The Project does not require the use of any non-standard estates.

6. Existing Federal Projects

There are no existing Federal projects that lie either fully or partially within the LER required for the Project. However, there are existing Federal projects near the project area in the South Branch and Rahway Tidal Study.

7. Federally-Owned Land

No Federally-owned land is included within the Project’s required LER.

8. Navigational Servitude

None of the LER required for the Project lies below the mean high water line. Therefore, rights in the Federal navigational servitude do not pertain to this Project.

9. Maps

The overall Project map is provided in Exhibit “A” herein. When the final plan is optimized a more detailed Real Estate map will be prepared and this Real Estate Plan will be revised.

10. Induced Flooding

The Project will not induce flooding.

11. Baseline Cost Estimate for Real Estate

An itemized BCERE is provided in Exhibit “D” in Micro-Computer Aided Cost Estimating System (MCACES) format with estimated real estate costs. The following is a summary of the Project’s estimated real estate costs:

**SUMMARY OF ESTIMATED REAL ESTATE COSTS FOR
CRANFORD BRANCH ALTERNATIVE 4A:**

<u>01 ACCOUNT LANDS AND DAMAGES (NON FED)</u>	<u>Cost</u>	<u>Total</u>
Non-Federal Admin. -----	\$1,294,500	
Non-Federal Lands-----	<u>\$525,000</u>	
Subtotal:		\$1,819,500
20% Contingency	\$258,900	
01 ACCOUNT TOTAL		<u>\$2,078,400</u>
<u>30 ACCOUNT – PROJECT MANAGEMENT COSTS (FED)</u>		
Federal Admin -----	\$534,598	
Subtotal:		<u>\$534,598</u>
20% Contingency	\$106,920	

30 ACCOUNT TOTAL	<u>\$641,518</u>
TOTAL ESTIMATED REAL ESTATE PROJECT COST	<u>\$2,719,918</u>

**SUMMARY OF ESTIMATED REAL ESTATE COSTS FOR
ROBINSON'S BRANCH NON-STRUCTURAL
ALTERNATIVE:**

<u>01 ACCOUNT LANDS AND DAMAGES (NON FED)</u>	Cost	Total
Non-Federal Admin. -----	\$292,700	
Non-Federal Lands-----	<u>\$0</u>	
Subtotal:		<u>\$292,700</u>
20% Contingency	\$58,540	
01 ACCOUNT TOTAL		<u>\$351,240</u>
<u>30 ACCOUNT – PROJECT MANAGEMENT COSTS (FED)</u>		
Federal Admin -----	\$111,866	
Subtotal:		<u>\$111,866</u>
20% Contingency	\$22,373	
30 ACCOUNT TOTAL		<u>\$134,239</u>
TOTAL ESTIMATED REAL ESTATE PROJECT COST		<u>\$485,479</u>

12. Public Law 91-646, Uniform Relocation Assistance

Property owners and occupants of eligible residential structures who willingly participate in the residential elevation program are not considered displaced persons (in accordance with 49 CFR Part 24), and therefore are not entitled to receive relocations assistance benefits. However, displaced tenants of eligible residential structures to be elevated, are eligible for temporary relocations assistance benefits. Eligible tenants that temporarily relocate would be reimbursed for the cost of temporary alternate housing, meals and incidentals (such as laundry services), and the fees for disconnection and connection of utilities at the temporary residence. Alternate housing could be hotels or apartments, depending upon availability in the community. All temporary housing costs would need to be approved in advance by the Non Federal Sponsor. Hotel costs, and meals and incidental expenses would be reimbursed based on the applicable General Services Administration per diem rates. Apartment costs would be based on market rents.

Estimated temporary relocation costs for tenants is based on the following assumptions:

- The U.S. Census Bureau estimates the home ownership rate in the City of Rahway at approximately 42%. Based on this assumption, approximately eight of the twenty-one homes may be occupied by tenants that may qualify for temporary relocation assistance

benefits. This is an assumption for planning purposes only and the Non-Federal Sponsor will have to confirm the number of displaced tenants before the acquisition phase.

The estimated temporary relocation benefits combined with the estimated moving expense payment yields an estimated temporary relocation cost of approximately \$13,375 per displaced tenant household. Based on these assumptions, the total estimated relocation assistance benefits paid in support of the Project are approximately **\$107,000**.

13. Minerals and Timber Activity

There are no present or anticipated mineral activities or timber harvesting within the LER required for the Project.

14. Land Acquisition Experience and Capability of the Non-Federal Project Partner

The Project Partner maintains the legal and professional capability and experience to acquire the LER in support of the Project. They have condemnation authority and other applicable authorities that may apply if necessary to support acquisition measures.

The Non-Federal Project Partner Capability Assessment Checklist is provided in Exhibit “E”. The assessment checklist has been coordinated with the Project Partner: however, the Project Partner has provided no response to the assessment. It has been completed based on the Project Partner’s past and current performance on other USACE cost-shared civil works projects.

15. Zoning

No application or enactment of local zoning ordinances is anticipated in lieu of, or to facilitate, the acquisition of LER in connection with the Project.

16. Schedule of Acquisition

<u>Milestone</u>	<u>Date</u>
Project Partnership Agreement Execution----- ----	September 2017
Project Partner’s Notice to Proceed with Acquisition----- ----	March 2019
Authorization for Entry for Construction----- ----	September 2019
Certification of Real Estate----- --	September 2019
Ready to Advertise for Construction----- ---	October 2019

17. Facility / Utility Relocations

The Project will not require the relocation of any facilities or utilities.

18. Hazardous, Toxic, and Radioactive Waste (HTRW)

There are no known contaminants or HTRW issues associated with the LER required for the Project; however, the Project Partner will conduct Phase 1 environmental assessments of all potential structures to verify the absence of asbestos, lead paint, or other such contaminants posing a health hazard. Presence of such contaminants will render a structure ineligible for flood proofing.

19. Project Support

Local officials and residents appear to be supportive of the Project. No opposition has been expressed by public or private persons or organizations on the implementation of the proposed Project. Implementation of the nonstructural flood proofing contemplated by the Project will be conducted on a voluntary basis and support from affected property owners is critical to the Project's success.

20. Notification to Non-Federal Project Partner

A formal written notification of the risks (as outlined in paragraph 12-31, Chapter 12, ER 405-1-12, Real Estate Handbook, 20 Nov 85) associated with acquiring the LER for this project prior to the full execution of the PPA through letter dated January 14, 2014.

21. Other Issues

Real estate analysis on the Project's potential impact to historic properties have not been completed at the time this report was written, Real Estate analysis on any impacts will take place during plan optimization and this report may need to be revised based on those findings.

22. Point of Contacts

The points of contact for this real estate plan is the Real Estate Project Delivery Team member Supervisory Realty Specialist Erica A. Labeste at (917) 790 8461 (email: Erica.A.Labeste@usace.army.mil) or the Chief, Real Estate Division, Noreen D. Dresser at (917)790-8430 (email: Noreen.D.Dresser@usace.army.mil).

23. Recommendations

This Real Estate Plan has been prepared in accordance with Chapter 12, ER 405-1-12, Real Estate Handbook, 20 NOV 85, as amended. It is recommended that this report be approved.

ERICA A. LABESTE
Supervisory, Realty Specialist
Real Estate Division

EXHIBIT “A”

OVERALL PROJECT MAP

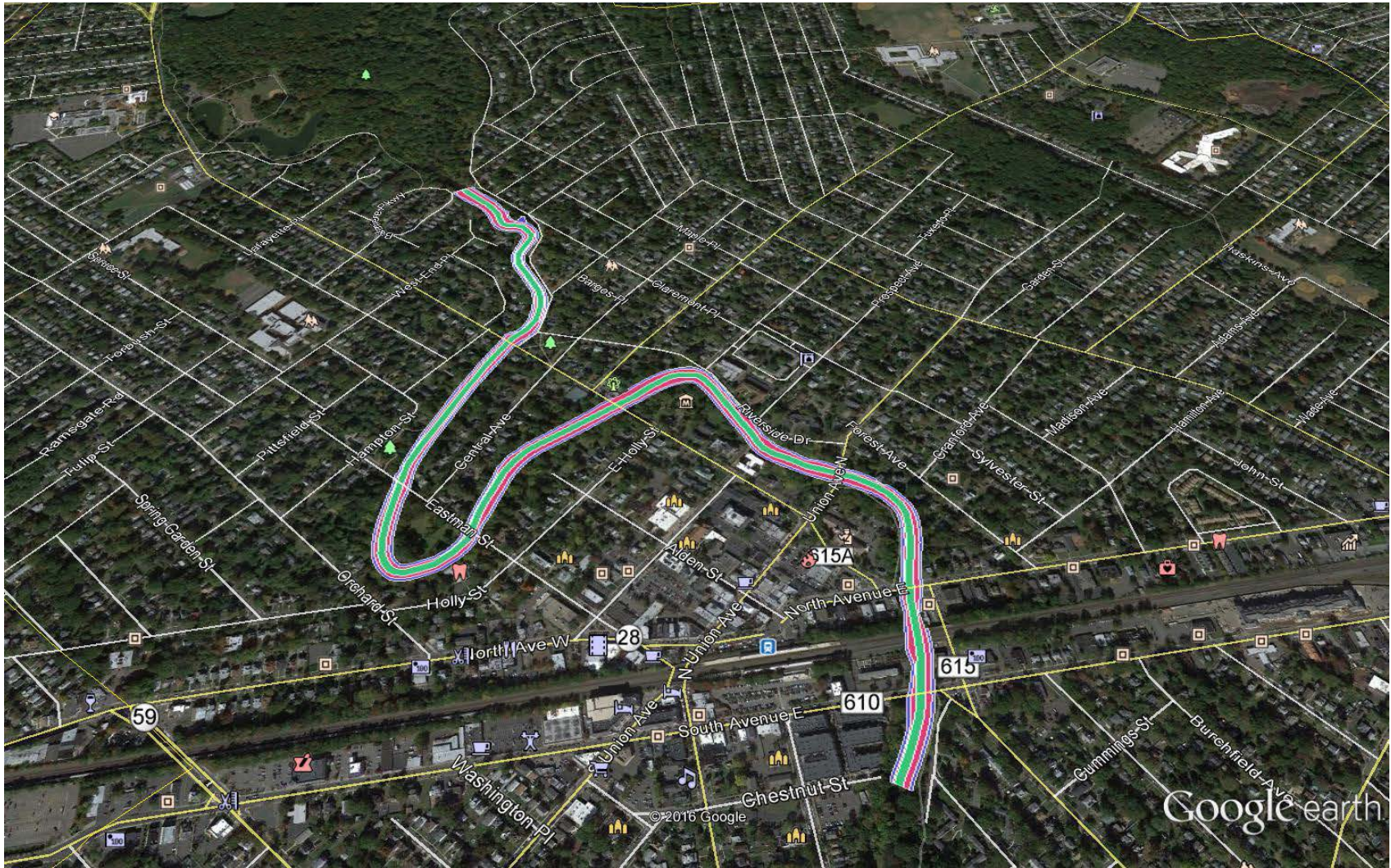


EXHIBIT "B"
REQUIRED LER

DRAFT

**RAHWAY RIVER BASIN, NEW JERSEY FLOOD RISK MANAGEMENT FEASIBILITY STUDY
REQUIRED LER**

Temporary Work Area Easements					Permanent Easements				
PAMS_PIN	MUN	BLOCK	LOT	Shape_Area	PAMS_PIN	MUN	BLOCK	LOT	Shape_Area
2003_261_4	2003	261	4	1039.723483	2003_261_4	2003	261	4	890.564284
2003_184_10	2003	184	10	404.057144	2003_262_3.01	2003	262	3.01	6304.174955
2003_262_3.01	2003	262	3.01	4008.95335	2003_263_1	2003	263	1	11.143544
2003_263_1	2003	263	1	4230.327518	2003_312_18	2003	312	18	2897.053916
2003_312_17	2003	312	17	2355.515664	2003_312_17	2003	312	17	852.061957
2003_312_9	2003	312	9	728.286319	2003_312_9	2003	312	9	1147.170839
2003_312_7	2003	312	7	1538.324779	2003_312_7	2003	312	7	1652.751129
2003_261_8	2003	261	8	859.029354	2003_262_9	2003	262	9	5578.855207
2003_262_9	2003	262	9	3664.843922	2003_262_8	2003	262	8	150.997939
2003_262_8	2003	262	8	1482.635969	2003_200_46	2003	200	46	359.370907
2003_200_46	2003	200	46	2121.293869	2003_200_45	2003	200	45	1171.933721
2003_200_45	2003	200	45	1695.066359	2003_200_44	2003	200	44	230.148939
2003_200_44	2003	200	44	1344.615481	2003_200_43	2003	200	43	75.799382
2003_200_43	2003	200	43	1606.676597	2003_507_1	2003	507	1	2485.195459
2003_800_3	2003	800	3	4032.732075	2003_261_5	2003	261	5	514.921924
2003_507_1	2003	507	1	1490.964809	2003_261_3	2003	261	3	541.174203
2003_261_5	2003	261	5	1068.033719	2003_261_2	2003	261	2	81.526887
2003_261_3	2003	261	3	854.259789	2003_261_1	2003	261	1	15.341836
2003_261_2	2003	261	2	569.680147	2003_169_9	2003	169	9	791.260449
2003_169_9	2003	169	9	1506.149242	2003_169_8	2003	169	8	98.528388
2003_169_8	2003	169	8	1145.914818	2003_169_6	2003	169	6	65.386686
2003_169_7	2003	169	7	1125.699069	2003_169_5	2003	169	5	873.397171
2003_169_6	2003	169	6	1415.450263	2003_169_4	2003	169	4	579.099916
2003_169_5	2003	169	5	1512.072066	2003_169_3	2003	169	3	495.69731

2003_169_4	2003	169	4	1363.918759
2003_169_3	2003	169	3	1676.421457
2003_169_2	2003	169	2	1336.642032
2003_169_1	2003	169	1	1338.599686
2003_180_1	2003	180	1	13022.0585
2003_179_17	2003	179	17	1169.544694
2003_179_16	2003	179	16	996.960656
2003_179_15	2003	179	15	1750.791482
2003_179_4	2003	179	4	773.57299
2003_179_3	2003	179	3	1281.012891
2003_179_2	2003	179	2	928.308508
2003_179_1	2003	179	1	405.244786
2003_179_12	2003	179	12	740.632929
2003_179_11	2003	179	11	842.31955
2003_179_10	2003	179	10	944.458571
2003_262_7	2003	262	7	1707.287378
2003_185_6	2003	185	6	1045.465752
2003_185_5	2003	185	5	1068.408894
2003_185_4	2003	185	4	1076.935114
2003_185_3	2003	185	3	1066.040911
2003_185_2	2003	185	2	1068.584961
2003_185_1	2003	185	1	1018.149821
2003_184_11	2003	184	11	413.621559
2003_184_1	2003	184	1	2171.541831
2003_261_7	2003	261	7	1152.476937
2003_195_11	2003	195	11	2446.974662
2003_184_5	2003	184	5	1128.083048
2003_184_4	2003	184	4	451.919281
2003_482_1	2003	482	1	4744.457028
2003_200_38	2003	200	38	209.43074

2003_169_2	2003	169	2	336.680938
2003_169_1	2003	169	1	274.169715
2003_180_1	2003	180	1	10160.01706
2003_179_17	2003	179	17	523.71381
2003_179_16	2003	179	16	25.041755
2003_179_15	2003	179	15	119.930635
2003_179_3	2003	179	3	62.97109
2003_179_12	2003	179	12	11.857929
2003_179_11	2003	179	11	28.112296
2003_179_10	2003	179	10	211.976484
2003_262_7	2003	262	7	3772.502017
2003_185_6	2003	185	6	704.23885
2003_185_5	2003	185	5	778.737828
2003_185_4	2003	185	4	1058.73602
2003_185_3	2003	185	3	1085.887304
2003_185_2	2003	185	2	1265.323941
2003_185_1	2003	185	1	418.442044
2003_184_1	2003	184	1	874.163795
2003_261_7	2003	261	7	26.314645
2003_195_11	2003	195	11	479.884335
2003_184_5	2003	184	5	270.027096
2003_482_1	2003	482	1	5621.430703
2003_179_14	2003	179	14	129.830967
2003_179_13	2003	179	13	240.752642
2003_262_6	2003	262	6	4391.135656
2003_196_2.01	2003	196	2.01	9622.557661
2003_200_33	2003	200	33	2048.00001
2003_200_32	2003	200	32	1579.066094
2003_105_1	2003	105	1	299.182748
2003_103_1	2003	103	1	4836.304119

2003_179_14	2003	179	14	439.890485
2003_179_13	2003	179	13	752.949267
2003_262_6	2003	262	6	3276.613519
2003_262_7_C02B	2003	262	7	81.827208
2003_196_2.01	2003	196	2.01	11051.46124
2003_200_33	2003	200	33	1763.373726
2003_200_32	2003	200	32	1670.641625
2003_179_9	2003	179	9	573.39441
2003_179_8	2003	179	8	117.667867
2003_179_7	2003	179	7	547.309122
2003_105_1	2003	105	1	1920.4816
2003_103_1	2003	103	1	17651.60471
2003_200_48	2003	200	48	979.762285
2003_200_47	2003	200	47	2206.352951
2003_200_34	2003	200	34	1.073287
2003_262_7_C05 G	2003	262	7	81.236614
2003_262_5	2003	262	5	2434.340416
2003_481_1.01	2003	481	1.01	4695.115411
2003_480_2	2003	480	2	1840.747409
2003_480_1	2003	480	1	816.611108
2003_479_5	2003	479	5	2691.784578
2003_168_9	2003	168	9	2172.804
2003_168_8	2003	168	8	1106.190316
2003_168_7	2003	168	7	1118.183961
2003_168_6	2003	168	6	458.288226
2003_168_5	2003	168	5	1398.176048
2003_168_4	2003	168	4	2013.814116
2003_168_3	2003	168	3	1617.14578
2003_168_2	2003	168	2	1174.086104

2003_200_48	2003	200	48	36.665035
2003_200_47	2003	200	47	1289.267048
2003_262_5	2003	262	5	2843.855221
2003_481_1.01	2003	481	1.01	2061.20838
2003_480_2	2003	480	2	620.118121
2003_480_1	2003	480	1	298.311605
2003_479_5	2003	479	5	683.183588
2003_168_9	2003	168	9	652.695697
2003_168_8	2003	168	8	848.758181
2003_168_7	2003	168	7	811.895084
2003_168_6	2003	168	6	281.203266
2003_168_5	2003	168	5	562.607909
2003_168_4	2003	168	4	1306.72478
2003_168_3	2003	168	3	1178.172073
2003_168_2	2003	168	2	383.132361
2003_168_1	2003	168	1	648.292548
2003_169_12	2003	169	12	1913.19909
2003_169_10	2003	169	10	951.518278
2003_200_37	2003	200	37	1104.877381
2003_200_36	2003	200	36	1044.712986
2003_200_35	2003	200	35	17.973724
2003_185_7	2003	185	7	976.92055
2003_184_9	2003	184	9	130.953475
2003_184_8	2003	184	8	286.139768
2003_184_7	2003	184	7	665.697997
2003_184_6	2003	184	6	481.399971
2003_186_7	2003	186	7	4.179321
2003_186_2	2003	186	2	227.075267
2003_186_1	2003	186	1	872.49257

2003_168_1	2003	168	1	4034.053073
2003_169_12	2003	169	12	2096.261392
2003_169_10	2003	169	10	1506.445783
2003_200_1	2003	200	1	57.469337
2003_200_37	2003	200	37	2349.272741
2003_200_36	2003	200	36	1769.706361
2003_200_35	2003	200	35	816.842794
2003_185_7	2003	185	7	1030.278407
2003_184_9	2003	184	9	663.290184
2003_184_8	2003	184	8	679.281905
2003_184_7	2003	184	7	715.650213
2003_184_6	2003	184	6	741.649787
2003_186_7	2003	186	7	585.768846
2003_186_6	2003	186	6	69.14745
2003_186_3	2003	186	3	159.403731
2003_186_2	2003	186	2	1324.602215
2003_186_1	2003	186	1	1623.4344
2003_184_18	2003	184	18	2148.484713
2003_184_14	2003	184	14	1621.259543
2003_184_13	2003	184	13	1605.048317
2003_184_12	2003	184	12	1426.155055
2003_312_6	2003	312	6	1590.521717
2003_312_5	2003	312	5	1418.75738
2003_312_4	2003	312	4	924.673586
2003_312_3	2003	312	3	1213.566287
2003_312_2	2003	312	2	1525.404371
2003_312_1	2003	312	1	760.380392
2003_313_1	2003	313	1	1427.046698
2003_262_1	2003	262	1	4774.444836

2003_184_18	2003	184	18	757.426139
2003_184_14	2003	184	14	840.814867
2003_184_13	2003	184	13	278.27319
2003_184_12	2003	184	12	3.212319
2003_312_6	2003	312	6	982.150202
2003_312_5	2003	312	5	926.395452
2003_312_4	2003	312	4	144.120652
2003_312_2	2003	312	2	9.538895
2003_313_1	2003	313	1	1788.506478
2003_262_1	2003	262	1	1573.003991
				109607.2206 square ft.
				2.516235551 acre

2003_262_7_C02C	2003	262	7	81.236539
2003_262_7_C05F	2003	262	7	81.236997

198613.8736 square ft.
4.559547145 acre

DRAFT

EXHIBIT "C"
STANDARD ESTATES

DRAFT

Channel Improvement Easement (Standard Estate No. 8)

A perpetual and assignable right and easement to construct, operate, and maintain channel improvement works on, over and across [*Section, Block, and Lot*] for the purposes as authorized by the Act of Congress approved in Section 401(a) of the Water Resources Development Act of 1986 (Public Law 99-662), 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.

Flood Protection Levee Easement (Standard Estate No. 9)

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 flood protection (levee) (floodwall)(gate closure) (sandbag closure), 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.

Temporary Work Area Easement (Standard Estate No. 15)

A temporary easement and right-of-way in, on, over and across [*Section, Block, and Lot*] for a period not to exceed three (3) years, 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 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 structures on the land and to perform any other work necessary and incident to the construction of the Rahway River Basin Flood Risk Management 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.

Right of Entry for Survey and Exploration (Standard Estate No. 20)

An assignable easement, in, on, over and across the land described in Exhibit "A" for a period of () months beginning with the date possession of the land is granted to the United States, consisting of the right of the United States, its representative, agents, contractors and assigns to enter upon said land to survey, stake out, appraise, make borings; and conduct tests and other exploratory work necessary to the design of a public works project; together with the

right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles as required in connection with said work; subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the landowner(s), their heirs, executors, administrators, successors and assigns, all such right, title, interest and privilege as may be used and enjoyed without interfering with or abridging the rights and easement hereby acquired.

Non-structural Floodproofing Agreement

TRACT NO. [TRACT]

RAHWAY FLUVIAL NONSTRUCTURAL FLOOD CONTROL PROJECT

WHEREAS, pursuant to Public Law 96-367 (Title II, Section 202, of the Energy and Water Development Appropriation Act, 1981), as amended, and pursuant to the provisions of the Project Partnership Agreement (hereinafter referred to as the "PPA") dated [DATE] between the United States of America (hereinafter sometimes referred to as the "Government") and the New Jersey Department of Environmental Project (hereinafter sometimes referred to as the "NJDEP"), NJDEP has undertaken the implementation of the Rahway Fluvial Nonstructural Flood Control Project (hereinafter sometimes referred to as the "Project");

WHEREAS, implementation of the Project includes, inter alia, the floodproofing of certain structures so that the habitable floors thereof are raised to levels or protected by other means in such a manner which will protect the structures from certain flooding to the greater extent practicable by allowing the free movement of floodwater beneath and around the structures;

WHEREAS, pursuant to the PPA, the has undertaken floodproofing and acquisitions of interests in land for and on behalf of the County;

WHEREAS, [PROPERTY OWNER]; (hereinafter sometimes referred to as the "Owner"), is the Owners of a certain parcel of land identified by the NJDEP as Tract No. [TRACT], and being the same land as that described in a deed from [ACQUIRING TRANSACTION DESCRIPTION], which existing structure can and shall be floodproofed in compliance with this agreement and;

WHEREAS, it is the desire of the Owner to participate in and receive the benefits of the Project;

NOW, THEREFORE, THIS AGREEMENT AND GRANT made and entered into by and between [OWNER]; and the NJDEP, as aforesaid;

WITNESSETH, that for and in consideration of the premises and the mutual agreements and covenants hereinafter set forth;

1. The NJDEP, in conjunction with the Government, hereby agrees floodproof the subject structure through elevation of the structure. The Owner shall permit entry upon the property by an authorized Government contractor, and permit said contractor to modify the structure consistent with contractor design to be developed. The Owner shall further permit an inspection or inspections of the floodproofing work by the NJDEP, its contractors, assigns or representatives upon completion of the work, and/or at any time during the work's progress, to ensure that the work is acceptable to the NJDEP and has been satisfactorily performed to meet the Project's criteria as to design, construction, and protection. Provided, further, that the floodproofed structure shall

not be located within the regulatory floodway. Provided, further, that, should the Owner incur any cost in excess of said amount, that cost shall be borne by the Owner unless such additional amount is expressly approved in writing by the Government as necessary for the purposes of flood damage reduction.

3. The Owner hereby agrees that the Owner shall not convey to any third party any interest in and to said land and the structures or create any liens thereon prior to completion of said floodproofing work and recordation of this Agreement by the Government in the land records of Union County, New Jersey, without the prior written approval of the Government.

4. The Owner hereby acknowledges that the Government has made no warranties or guarantees whatsoever in connection with the Contractor or with the Contractor's ability to satisfactorily perform the work; and, that, as between the Government and the Owner, the Owner is solely responsible to arrange for the Contractor's satisfactory completion of the work in accordance herewith.

5. Further, that for and in the consideration aforesaid, the receipt and sufficiency of which are hereby acknowledged, the Owner, for herself and her heirs and assigns, do hereby GRANT, unto the NJDEP, and its assigns, the perpetual right, power, and privilege of access to said land and any structures thereon at all reasonable times considered necessary by the NJDEP, its contractors, assigns or representatives to ensure that this Agreement, its covenants and restrictions, and the intents and purposes of the project are being complied with by the Owner, for herself and her heirs and assigns.

6. The Owner, for herself and her heirs and assigns, hereby covenant and warrant to the NJDEP, and to its assigns forever, and agree, that no construction, alteration, or placement of structures of any kind or nature whatsoever on said land shall take place unless the lowest floor thereof to be used for human habitation, commercial or business purposes is elevated above [DETERMINED ELEVATION] feet mean sea level, and this restriction also prohibits the placement of water damageable material of any kind below the stated elevation of [DETERMINED ELEVATION] mean sea level, and any use of materials below this elevation must meet the requirement of “Flood Resistant Material” as defined in the Federal Emergency Management Agency’s (FEMA) FIA-TB-2(4/93)(Technical Bulletin 2-93) this restriction and requirement shall be specifically included in every instrument subsequent hereto conveying title to any interest in said land or structures thereon.

7. The Owner, for herself and her heirs and assigns, hereby covenant, warrant, and agree she will forever hold and save harmless and blameless the Government and the NJDEP, and its assigns, from any damages or injuries resulting either directly or indirectly from any floodproofing work and any flooding of said land or of the floodproofed structure.

8. The Owner, for herself and her heirs and assigns, recognize and agree that the grant hereby made to the NJDEP, and the covenants and restrictions herein, in connection with the Leonardo Nonstructural Flood Control Project, are necessary and appropriate to ensure the purposes of said Project, namely, as authorized by Section 202 of the Water Resources and Development Act of 1981, Public Law 96-367, as amended, to afford a level of protection against flooding at least

sufficient to prevent any future losses from the likelihood of flooding as [LEVEL OF PROTECTION], whichever is greater; and, that for those purposes the NJDEP, and its assigns, shall forever have the right unchallenged by the Owner, and by the Owner's heirs and assigns, to seek legal enforcement of all of the provisions contained herein, it being the intentions of the parties that said provisions shall attach to and run with the land forever.

9. It is further provided that the obligations of the Government herein are contingent upon the Owner obtaining, as may be acceptable to the Government, the consent of any lienholder or tenants to the terms of this Agreement and obtaining from any lienholder or tenants waivers, releases, and/or subordinations of her rights in the premises to the extent necessary to accomplish the work and covenants and restrictions herein, as may be required by the Government.

IN WITNESS WHEREOF, the parties have executed this Agreement and Deed effective as of the date of acceptance hereof by the New Jersey Department of Environmental Protection.

[OWNER NAME] Owner

[OWNER NAME], Owner

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by [OWNER NAME] and [OWNER NAME].

NOTARY PUBLIC

My Commission Expires:

ACCEPTED:

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
[TITLE]

DATE

ACKNOWLEDGEMENT

STATE OF NEW JERSEY

COUNTY OF UNION

On this ____ day of _____, [YEAR], the undersigned officer, personally appeared _____, [TITLE], New Jersey Department of Environmental Protection, known to me to be the person described in the foregoing Agreement and Deed, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal)

NOTARY PUBLIC

My Commission Expires:

THIS INSTRUMENT WAS PREPARED BY:

[NAME], Attorney
[ADDRESS 1]
[ADDRESS 2]

EXHIBIT “D”

BASELINE COST ESTIMATE FOR REAL ESTATE

DRAFT

TOTAL PROJECT REAL ESTATE COSTS (Cost-Shared 50%-50%)		Non-Federal	Federal	Project Cost
	CRANFORD BRANCH (ALTERNATIVE 4A)			
	Cost Summary:			
	Incidental Costs (01A)	\$1,294,500	\$534,598	\$1,829,098
	Real Estate Acquisition Costs (01B)	\$525,000	\$0	\$525,000
	Subtotal:	\$1,819,500	\$534,598	\$2,354,098
	20% Contingency, Less Land Payments (01B1)	\$258,900	\$106,920	\$365,820
01	LANDS AND DAMAGES	\$2,078,400	\$641,518	<u>\$2,719,918</u>
01A	INCIDENTAL COSTS	\$1,294,500	\$534,598	\$1,829,098
01A1	Acquisition (Admin Costs)	\$150,000	\$75,000	
01A1 A	By Government (Gov't)		\$75,000	
01A1 B	By Non-Federal Sponsor (NFS)	\$150,000		
01A1 C	By Gov't on behalf of NFS			
01A2	Survey	\$56,500	\$28,250	
01A2 A	By Gov't (In-house)			
01A2 B	By Gov't (Contract)			
01A2 C	By NFS	\$56,500		
01A2 D	By Gov't on behalf of NFS			
01A2 E	Review of NFS		\$28,250	
01A3	Appraisal	\$452,000	\$158,200	
01A3 A	By Gov't (In-house)			
01A3 B	By Gov't (Contract)			
01A3 C	By NFS	\$452,000		
01A3 D	By Gov't on behalf of NFS			
01A3 E	Review of NFS		\$158,200	
01A4	Title Services	\$565,000	\$56,500	
01A4 A	By Gov't (Contract)			
01A4 B	By NFS	\$565,000		

01A4 C	By Gov't on behalf of NFS			
01A4 D	Review of NFS		\$56,500	
01A5	Other Professional Services	\$0	\$0	
01A5 A	By the Gov't			
01A5 B	By the NFS			
01A5 C	By Gov't on behalf of NFS			
01A5 D	Review of NFS			
01A6	Closing Cost (4% of Land Payments-01C1)	\$21,000	\$0	
01A6 A	By Gov't			
01A6 B	By NFS	\$21,000		
01A6 C	By Gov't on behalf of NFS			
01A7	PL 91-646 Assistance	\$50,000	\$25,000	
01A7 A	By Government			
01A7 B	By NFS	\$50,000		
01A7 C	By Gov't on behalf of NFS			
01A7 D	Review of NFS		\$25,000	
01A8	Audit	\$0	\$191,648	
01A8 A	By Gov't		\$191,648	
01A9 B	By NFS			
01B	REAL ESTATE ACQUISITION COSTS	\$525,000	\$0	\$525,000
01B1	Land Payments	\$525,000	\$0	
01B1 A	By Government			
01B1 B	By NFS	\$525,000		
01B1 C	By Gov't on behalf of NFS			
01B2	Damage Payments	\$0	\$0	
01B2 A	By Government			

01C2 B	By NFS			
01C2 C	By Gov't on behalf of NFS			
01B3	PL 91-646 Payment	\$0	\$0	
01B3 A	By Government			
01B3 B	By NFS	\$0		
01B3 C	By Gov't on behalf of NFS			
01B4	Condemnation	\$0	\$0	
01B4 A	By NFS	\$0		
01B5	Facility / Utility Relocations	\$0	\$0	
01B5 A	By NFS			
01B6	Disposals	\$0	\$0	
01B6 A	By Government			
01B6 B	By NFS			
01B6 C	By Gov't on behalf of NFS			
01C	LERRD CREDITING		\$1,039,200	

TOTAL PROJECT REAL ESTATE COSTS (Cost-Shared 50%-50%)		Non-Federal	Federal	Project Cost
ROBINSON'S BRANCH NON-STRUCTURAL 10 YEAR				
Cost Summary:				
	Incidental Costs (01A)	\$292,700	\$111,866	\$404,566
	Real Estate Acquisition Costs (01B)	\$0	\$0	\$0
	Subtotal:	\$292,700	\$111,866	\$404,566
	20% Contingency	\$58,540	\$22,373	\$80,913
01	LANDS AND DAMAGES	\$351,240	\$134,239	<u>\$485,479</u>

01A	INCIDENTAL COSTS	\$292,700	\$111,866	\$404,566
01A1	Acquisition (Admin Costs)	\$150,000	\$75,000	
01A1A	By Government (Gov't)		\$75,000	
01A1B	By Non-Federal Sponsor (NFS)	\$150,000		
01A1C	By Gov't on behalf of NFS			
01A2	Survey	\$10,500	\$1,250	
01A2A	By Gov't (In-house)			
01A2B	By Gov't (Contract)			
01A2C	By NFS	\$10,500		
01A2D	By Gov't on behalf of NFS			
01A2E	Review of NFS		\$1,250	
01A3	Appraisal	\$0	\$0	
01A3A	By Gov't (In-house)			
01A3B	By Gov't (Contract)			
01A3C	By NFS	\$0		
01A3D	By Gov't on behalf of NFS			
01A3E	Review of NFS		\$0	
01A4	Title Services	\$0	\$0	
01A4A	By Gov't (Contract)			
01A4B	By NFS	\$0		
01A4C	By Gov't on behalf of NFS			
01A4D	Review of NFS		\$0	
01A5	Other Professional Services	\$25,200	\$12,600	
01A5A	By the Gov't			
01A5B	By the NFS	\$25,200		
01A5C	By Gov't on behalf of NFS			
01A5D	Review of NFS		\$12,600	
01A6	Closing Cost (4% of Land Payments-01C1)	\$0	\$0	
01A6A	By Gov't			
01A6B	By NFS	\$0		
01A6C	By Gov't on behalf of NFS			
01A7	PL 91-646 Assistance	\$107,000	\$0	
01A7A	By Government			

01A7B	By NFS	\$107,000		
01A7C	By Gov't on behalf of NFS			
01A7D	Review of NFS		\$0	
01A8	Audit	\$0	\$35,616	
01A8A	By Gov't		\$35,616	
01A9B	By NFS			
01B	REAL ESTATE ACQUISITION COSTS	\$0	\$0	\$0
01B1	Land Payments	\$0	\$0	
01B1A	By Government			
01B1B	By NFS	\$0		
01B1C	By Gov't on behalf of NFS			
01B2	Damage Payments	\$0	\$0	
01B2A	By Government			
01C2B	By NFS			
01C2C	By Gov't on behalf of NFS			
01B3	PL 91-646 Payment	\$0	\$0	
01B3A	By Government			
01B3B	By NFS	\$0		
01B3C	By Gov't on behalf of NFS			
01B4	Condemnation	\$0	\$0	
01B4A	By NFS	\$0		
01B5	Facility / Utility Relocations	\$0	\$0	
01B5A	By NFS			
01B6	Disposals	\$0	\$0	
01B6A	By Government			
01B6B	By NFS			
01B6C	By Gov't on behalf of NFS			
01C	LERRD CREDITING		\$175,620	

EXHIBIT “E”

NON-FEDERAL SPONSOR CAPABILITY ASSESSMENT CHECKLIST

DRAFT

**ASSESSMENT OF NON-FEDERAL PROJECT PARTNERS'S
REAL ESTATE ACQUISITION CAPABILITY**

**RAHWAY RIVER BASIN, NEW JERSEY
FLOOD RISK MANAGEMENT FEASIBILITY STUDY**

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 the sponsor have “quick-take” authority for this project? Yes.
- d. Are any of the lands/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 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 USACE 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 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.
- b. Does the sponsor concur with this assessment? Sponsor has not responded to this form.

Reviewed and approved by:

Noreen Dean Dresser
Chief of Real Estate Division
Real Estate Contracting Officer
New York District Corps of Engineers