

MEMORANDUM FOR Chief, Planning Division, ATTN: CENAN-PL-F (Alek Petersen)

SUBJECT: May 2017 Real Estate Plan for the Rahway River (Tidal) Basin, Coastal Storm Risk Management Feasibility Study

1. Enclosed is the Real Estate Plan (REP) for the subject project. The REP identifies and describes the real estate requirements to support the construction, operation and maintenance of the project.
2. The point of contact for this report is the Real Estate's PDT member, Erica Labeste, X-8461.

NOREEN D. DRESSER
Chief, Real Estate Division
Real Estate Contracting Officer

CF:
CENAN-PP-C (ATTN: Rifat Salim)

RAHWAY RIVER (TIDAL) BASIN COASTAL STORM RISK MANAGEMENT FEASIBILITY STUDY

REAL ESTATE PLAN

MAY 2017



**New Jersey
Department of
Environmental Protection**



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

**RAHWAY RIVER (TIDAL) BASIN COASTAL STORM RISK
MANAGEMENT FEASIBILITY STUDY**

MAY 2017 REAL ESATE PLAN

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Exhibits and Attachments

Exhibit "A"- Real Estate Maps

Exhibit "B"- Impacted Parcels and LER to be Acquired

Exhibit "C"- Standard Estates

Exhibit "D"- Baseline Cost Estimate for Real Estate

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

Preamble

Project Authorization: The U.S. Army Corps of Engineers (Corps) has been authorized to conduct a feasibility study to evaluate Federal participation in coastal storm risk management in the Rahway River Basin, New Jersey. The study is being conducted under the Corps' General Investigations (GI) Program. 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 damage reduction, environmental restoration and protection and other related purposes.”

The Disaster Relief Appropriations Act of 2013 was passed by Congress and signed into law by the President on January 29, 2013 as Public Law 113-2 (Act). The legislation provides supplemental appropriations to address damages caused by Hurricane Sandy and to reduce future flood risk in ways that will support the long-term sustainability of the coastal ecosystem and communities, and reduce the economic costs and risks associated with large-scale flood and storm events. Hurricane Sandy was a catastrophic storm that struck the Atlantic coastline in late October 2012, resulting in loss of life, severe damage to the coastline, widespread power outages, and damage to infrastructure, businesses and private residences. The storm also resulted in degraded coastal features, which has increased the risks of and vulnerability to future storms. Expected changes in sea level rise, an increased probability of extreme weather events, and other impacts of climate change are likely to increase those risks even further.

Based on the Disaster Relief Appropriations Act of 2013, this coastal storm risk management study in the Rahway River Basin was initiated by separating coastal storm risk management from the existing and ongoing fluvial flood risk management study for the Rahway River Basin, New Jersey. The Corps has determined that fluvial and tidal flooding are distinct from one another.

Official Project Designation: Rahway River (Tidal) Basin Coastal Storm Risk Management Feasibility Study (the “Rahway Tidal Project” or “Project”).

Project Location: The Rahway River Basin is located in northeastern New Jersey. It lies within the metropolitan area of Greater New York City and occupies approximately 15 percent of Essex County, 35 percent of Union County, and 10 percent of Middlesex County. The basin is 83.3 square miles (53,300 acres) in area and is roughly crescent-shaped. Its greatest width is approximately 10 miles in the east-west direction, from the City of Linden to the City of Plainfield. Its greatest length is approximately 18 miles in a north-south direction, from West Orange to Metuchen.

The Rahway River consists of the mainstem Rahway River and four branches. The West Branch flows south from Verona through South Mountain Reservation and downtown Millburn. The East Branch originates in West Orange and Montclair and travels through South Orange and Maplewood. These two branches converge near Route 78 in Springfield to form the Rahway River which flows through the municipalities of Springfield, Union, Cranford and Clark. The Rahway River then travels through Rahway, entering from Clark at Rahway River Park. The river receives the waters of Robinsons 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. Finally the river leaves Rahway to enter the city limits of Linden and Carteret before flowing into the Arthur Kill. Figure 1 below displays the Rahway River Basin. Figure 2 below illustrates the location of the tidal floodplain in relation to the Rahway River Basin. The crosshatched area in Figure 2 is the study area.

The study area is the tidally influenced lower portion of the Rahway River. The study area encompasses portions of the Cities of Linden and Rahway in Union County and the Borough of Carteret and Woodbridge Township in Middlesex County. The tidal influence on the Rahway River extends roughly five miles from the Arthur Kill into the City of Rahway.

The City of Rahway is located in southern Union County, New Jersey. According to the United States Census Bureau, Rahway has a total area of 4.028 square miles. Of this area, 3.897 square miles is land and 0.131 square miles (3.26%) is water. Rahway is bordered to the northwest by Clark, the northeast by Linden and to the south by Woodbridge Township in Middlesex County. Woodbridge Township has a total area of 24.507 square miles (63.473 km²), including 23.213 square miles of land and 1.294 square miles of water (5.28%). The City of Linden has a total area of 11.407 square miles, including 10.675 square miles of land and 0.732 square miles of water (6.42%). The Borough of Carteret has a total area of 5.000 square miles, including 4.418 square miles of land and 0.582 square miles of water (11.65%).

The study area is developed and contains residential, commercial and industrial structures within the floodplain. It is largely suburban and urban with little available open space and lies within the 10th Congressional District, which is currently represented by Donald Payne (D-NJ).

Non-Federal Sponsor: The Non-Federal Sponsor for the Project is the State of New Jersey thru its Department of Environmental Protection (the “Sponsor” or “NJDEP”).

1. Statement of Purpose

The purpose of this Real Estate Plan (REP) is to provide an overview of the real estate requirements for the Project. Note, the Rahway River (Fluvial) Basin Coastal Storm Risk Management Feasibility Study is proceeding separately and contemporaneously with this Project. The REPs for each project are separate.

2. Project Purpose and Features

a. **Project Purpose:** The purpose of this study is to determine whether there is a Federal interest in providing coastal storm risk management measures in the Rahway River Basin, New Jersey. Tidal inundation and storm risk management will be examined by following the plan formulation process as documented in ER 1105-2-100, or the Planning Guidance Notebook.

This study is being conducted with the intention, if warranted, of developing a site-specific plan to reduce damages in the basin due to tidally induced storm surge. The analysis conducted during the study would be documented in a Feasibility Report and Appendices intended to be a final response to the study authority.

b. **Plan of Improvement:** In support of coastal storm risk management objectives, the plan of improvement requires the construction of: 1) Segment D, a 3,360 ft levee; 2) nonstructural treatment of 136 structures within the 10% floodplain; and potentially 3) Segment A, consisting of levees, floodwalls, channel modification, bridge replacement and a road closure gate located on both banks of the Rahway River between Rahway River Park and the Lawrence Street Bridge in Rahway.

I. *Segment D:* This Levee segment is 3,360 ft long with a 12 ft top width and one vertical to three horizontal (1:3) side slopes with an average height of approximately 7.5 ft. The design height of the levee was evaluated at elevation 12.6 ft NAVD '88, consistent with the existing levees in the City of Rahway. The levee is located next to the right bank of the Rahway River, approximately 1.2 miles downstream of the confluence with the South Branch. Nonstructural recommendations on the protected side of this levee were omitted.

II. *Nonstructural:* Alternative #4a thus selected nonstructural treatment for approximately 136 structures (125 residential, 11 non-residential) of the 577 structures (211 residential, 366 non-residential) contained in the 10% ACE (10-yr) floodplain. Nonstructural measures were designed for future conditions 1% ACE (100-yr) WSE plus one foot to account for water surface perturbations. No treatment is recommended at this time for the remaining 441 structures within the floodplain.

III. *Project Phases:* The Project will be implemented in four phases:

The phases of construction for the Project have not been determined as of the writing of this appendix. This appendix will be amended once a schedule for construction has been developed.

c. Required Lands, Easements, and Rights-of-Way (LERR): The total LER required in support of the Project is approximately **145.73 acres**; approximately 2.10 acres required in permanent easements, approximately 2.00 acres required in temporary easements and approximately 141.63 acres in nonstructural floodproofing agreements. The Project impacts approximately **204 parcels**, impacting approximately **189 private owners** and **15 public owners**. In some instances, more than one estate would need to be obtained over the lands of an owner. The recommended minimum real estate interest and standard estates to be acquired are as follows:

I. Flood Protection Levee Easement (Standard Estate No. 9)- Approximately **2.10 acres** (impacting 18 parcels; 12 privately-owned and 6 publicly-owned) are required for the construction, operation and maintenance of the Segment D levee/floodwall system.

II. Temporary Work Area Easement (Standard Estate No. 15)- Approximately **2.00 acres** (impacting 20 parcels; 13 privately-owned and 7 publicly-owned) are required for staging/work area purposes. The proposed temporary work areas are typically adjacent to land to be acquired for Project construction and typically affect the same ownerships. The duration required for temporary work area easements will be three years.

III. Nonstructural Floodproofing Agreement- Approximately 141.63 acres (impacting 166 parcels, 164 private and 2 public) are required to construct all voluntary nonstructural improvements. The nonstructural floodproofing agreement will include a right of entry for construction to implement the floodproofing features.

IV. LER Summary: The impacted parcels and LER to be acquired are provided in Exhibit “B” and the recommended standard estate language in Exhibit “C” herein. The following chart summarizes the required LER for the Project:

Required Interest	Required Acres	Acres Below the MHWM	Number of Parcels		Number of Owners		Acquisition Cost
			Private	Public	Private	Public	
• Flood Protection Levee Easement	±2.10	0.00	12	6	7	1	\$543,856
• Temporary Work Area Easement	±2.00	0.00	13	7	11	1	\$68,594
• Nonstructural Floodproofing Agreement	±141.63	0.00	164	2	164	2	\$0
Total:	±145.73	±0.00	189	15	182	4	\$612,450

An appraisal cost estimate dated 14 September 2016 was completed by the Nashville District. The **total estimated cost for the required LER is \$612,450** (including a 15% contingency therein). The effective date of this value is 14 September 2016.

3. Land, Easements, and Rights-of-Way (LER) Owned by the Non-Federal Sponsor

The Sponsor owns no LER required for the construction, operation, and maintenance for the project.

4. Non-Standard Estates

There are currently no proposed non-standard estates required as part of the LER for the Project.

5. Existing Federal Projects

The Corps completed construction of a flood risk management project within the City of Rahway on 31 August 1966. The project consists of 2,040 feet of protective levee, 1,740 feet of closure levee and one wall, two aluminum stop log structures, two 40 cubic feet per second pump stations, miscellaneous interior drainage facilities, land fill and road raising. After completion, the project was turned over to the City of Rahway for ownership and operation and maintenance. There is no known overlap in LER requirements for this project.

6. Federally-Owned Land

There are no known federally-owned lands included in the LER required for the Project.

7. Navigational Servitude

None of land required for the Project lies below the mean high water line.

8. Maps

The Project real estate maps are provided in Exhibits “A” herein.

9. Induce Flooding

No induced flooding is anticipated as a result of the Project.

10. 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.

If approved, the Project will be cost-shared (35% - 65%) with the Sponsor utilizing funds provided in P.L. 113-2. As of this report, no reimbursable real estate acquisition related expenses have been incurred by the Sponsor. Any future documented real estate acquisition related expenses incurred by the Sponsor will be fully reimbursed at the cost-shared amount. The Sponsor will not be credited for any cost associated with acquiring publicly-owned lands. The following is a summary of the Project’s estimated real estate costs:

<u>Incidental Cost</u>	<u>Cost</u>	<u>Total</u>
Non-Federal-----	\$1,374,666	
Federal-----	<u>\$379,308</u>	
Subtotal:		<u>\$1,753,974</u>
 <u>Acquisition Cost</u>		
Non-Federal-----	\$612,450	
Federal-----	<u>\$0</u>	
Subtotal:		\$612,450
20 % Contingency (less Land Payments)-----		<u>\$350,795</u>
Total Lands and Damages-----		<u>\$2,717,219</u>

A 20% contingency was allocated to the overall real estate costs, less Land Payments (\$612,450) shown in line item 01B1 of the BCERE because a contingency has already factored into the value.

11. Compliance with Public Law 91-646

The USACE does not anticipate the Project resulting in the displacement of any persons under Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (hereinafter “P.L. 91-646”). In the event the Project causes the displacement of qualified persons under P.L. 91-646, the USACE will comply with the Act and the regulations promulgated thereunder.

Minerals and Timber

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

12. Land Acquisition Experience and Ability of the Local Sponsor

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

The Sponsor has successfully acquired the real estate for the Sea Bright to Manasquan Inlet Project, the Long Branch Project, the Asbury Park Project, and is currently the non-Federal Sponsor for the Port Monmouth Project.

The Non-Federal Sponsor Capability Assessment Checklist is attached as Exhibit “E” herein.

13. 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.

14. Schedule of Acquisition

<u>Milestone</u>	<u>Date</u>
PPA Execution-----	April 2018
Sponsor’s Notice to Proceed with Acquisition-----	December 2018
Authorization for Entry for Construction-----	January 2020
Certification of Real Estate-----	February 2020
Construction Complete-----	July 2023

15. Facility / Utility Relocations

The Project does not include and facility relocations.

16. Hazardous, Toxic and Radioactive Waste (HTRW)

There are no known contaminants or HTRW issues associated with the LER required for the Project.

17. 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. However, there is potential resistance from owners who are adversely impacted by the project.

18. Notification to Non-Federal Sponsor

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 will be provided prior to the full execution of the Project Partnership Agreement (PPA).

19. Other Issues

a. There are no known historical sites within and or adjacent to the LER required for the project.

20. Points of Contact

The points of contact for this real estate plan is the undersigned at (917)790-8448 (email: Noreen.D.Dresser@usace.army.mil) or the Real Estate Project Delivery Team member Realty Specialist Erica Labeste at (917)790-8461 (email: Erica.A.Labeste@usace.army.mil).

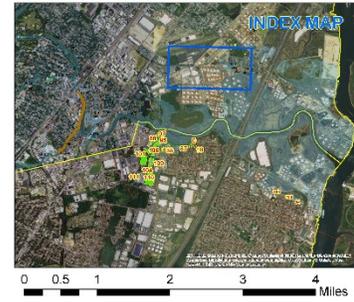
21. Recommendations

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

NOREEN DEAN DRESSER
Chief, Real Estate Division
Real Estate Contracting Officer

EXHIBIT "A"

REAL ESTATE MAPS



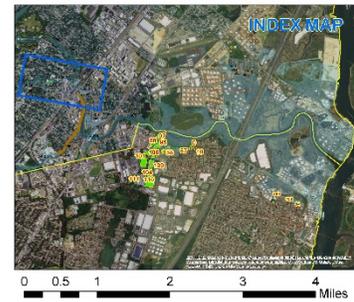
1 inch = 375 feet

- | | | | | | |
|--|--|---|------------------------------|--|-------------------|
| Existing Railway Levee System | Railway Total 127'85' 34ft (approx) in sec | Structures with Nonstructural Treatment | Nonstructural Treatment Type | Structures Filled by Levee (Approximate 1:2) | parcels MIDDLESEX |
| Railway Total 127'85' 34ft (approx) in sec | Dry Pile/Coasting | 125' Aerial Clearance (10' 11' Floor) air | 10ft Hoop/oring | proposed cover | parcels Union |
| Railway Total 127'85' 34ft (approx) in sec | locate structure | | | | |



**U.S. ARMY CORPS OF ENGINEERS, N. Y. DISTRICT
REAL ESTATE PLAN FOR
Rahway Nonstructures treatment Type, Middlesex and Union Counties
NEW JERSEY**

Habib Soltani: Real Estate Division/Civil Engineer/GIS



1 inch = 375 feet

- | | | | | | |
|--|--|---|------------------------------|--|-------------------|
| Existing Railway Levee System | Railway Total 127'85' 34ft (approx) in sec | Structures with Nonstructural Treatment | Nonstructural Treatment Type | Structures Filled by Levee (Approximate 1:2) | parcels MIDDLESEX |
| Railway Total 127'85' 34ft (approx) in sec | Dry Pile/Coasting | 125' Aerial Clearance (10' 11' Floor) air | 10ft Hoop/oring | proposed cover | parcels Union |
| Railway Total 127'85' 34ft (approx) in sec | locate structure | | | | |



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1 inch = 375 feet

Legend

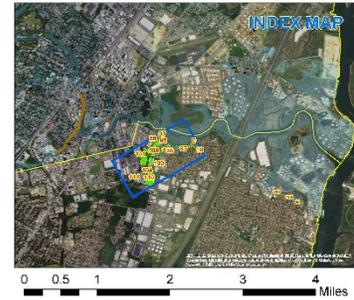
- | | | | | |
|------------------------------|---|---|--|------------------|
| Existing Rahway Levee System | Rahway T12609.02.01.01.01 | Nonstructural Treatment Type | Structures Protected by Levee (Approximate: 1'±) | parcels MECLES20 |
| Rahway T12609.02.01.01.01.01 | Structure with Nonstructural Treatment | Floodway paving | proposed culvert | parcels MECLES20 |
| Rahway T12609.02.01.01.01.01 | Dry Floodproofing | 125' Aerial Closure Caisson (12'±) Flood Wall | parcels MECLES20 | parcels MECLES20 |
| | elevated structure | | | |



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REAL ESTATE PLAN FOR
Rahway Nonstructures treatment Type, Middlesex and Union Counties
NEW JERSEY**

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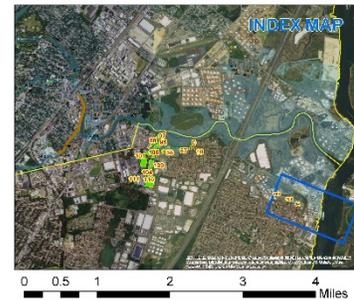
1 inch = 375 feet

- | | | | | |
|--------------------------------------|--|-------------------------------------|---|-------------------|
| Existing Railway Levee System | RahwayTotal09.airefmskx | Nonstructural Treatment Type | Structures Protected by Levee (Approximate 1:2) | parcels MIDDLESEX |
| RailwayTotal_12V185_1881.parcels.shp | Structures with Nonstructural Treatment | Wet-Storage | Impoundment | parcels Union |
| RailwayTotal_12V185_1881.parcels.shp | | Dry-Flackoff | 125' Aerial Clearance (10' ft) Flooded | |
| | | Isolated structure | | |



**U.S. ARMY CORPS OF ENGINEERS, N. Y. DISTRICT
REAL ESTATE PLAN FOR
Rahway Nonstructures treatment Type, Middlesex and Union Counties
NEW JERSEY**

Habib Soltani: Real Estate Division/Civil Engineer/GIS



1 inch = 375 feet

- | | | | | |
|--------------------------------------|--|-------------------------------------|---|-------------------|
| Existing Railway Levee System | RahwayTotal09.airefmskx | Nonstructural Treatment Type | Structures Protected by Levee (Approximate 1:2) | parcels MIDDLESEX |
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REAL ESTATE PLAN FOR
Rahway Nonstructures treatment Type, Middlesex and Union Counties
NEW JERSEY**

Habib Soltani: Real Estate Division/Civil Engineer/GIS



DRAFT

EXHIBIT "B"
LER TO BE ACQUIRED

Parcel No.	Mun.	Block	Lot	Area	Ac.	Private or Govt.	Alternative	Easement Type	Address
1	1225	919.05	1.01	0		Private	Segment D	Levee	87 RANDOLPH
2	1225	919.05	1.01	0.0224		Private	Segment D	Levee	87 RANDOLPH
3	1225	921.01	6	0.0876		Private	Segment D	Levee	ARDMORE AVE
4	1225	921.01	4	0.2347		Private	Segment D	Levee	ARDMORE AVE
5	1225	919.06	8	0.0139		Private	Segment D	Levee	35 MILEED WAY
6	1225	919.05	1.01	0.5633		Private	Segment D	Levee	87 RANDOLPH
7	1225	921.01	5	0.1347		Private	Segment D	Levee	ARDMORE AVE
8	1225	921.01	2	0.0544		Private	Segment D	Levee	ARDMORE AVE
9	1225	919.05	9	0.4594		Private	Segment D	Levee	42 MILEED WAY
10	1201	1806	1	0.5191		Government	Segment D	Levee	WILLIAM ST.
11	1201	1503	5	0.0025		Private	Segment D	Levee	23 FREDERICK ST
12	1201	1503	6	0.0052		Private	Segment D	Levee	25 FREDERICK ST
13	1201	1803	8	0.0986		Government	Segment D	Levee	WILLIAM ST
14	1201	1802	7	0.51		Government	Segment D	Levee	BERNARD ST.
15	1201	1801	6	0.26		Government	Segment D	Levee	BERNARD ST.
16	1201	1503	4	0.1124		Government	Segment D	Levee	DOROTHY STREET
17	1201	1902	1	1.9999		Government	Segment D	Levee	DALBERT ST.
18	1201	1806	1	0.1978		Government	Segment D	Temporary	WILLIAM ST.
19	1201	1803	8	0.0579		Government	Segment D	Temporary	WILLIAM ST
20	1201	1802	7	0.1508		Government	Segment D	Temporary	BERNARD ST.
21	1201	1805	1	0.0003		Government	Segment D	Temporary	BERNARD ST.
22	1201	1801	6	0.0771		Government	Segment D	Temporary	BERNARD ST.
23	1201	1503	4	0.0459		Government	Segment D	Temporary	DOROTHY STREET
24	1201	1902	1	0.6096		Government	Segment D	Temporary	DALBERT ST.
25	1225	921.01	6	0.0491		Private	Segment D	Temporary	ARDMORE AVE
26	1225	921.01	4	0.062		Private	Segment D	Temporary	ARDMORE AVE
27	1225	919.06	8	0.0317		Private	Segment D	Temporary	35 MILEED WAY
28	1225	919.05	1.01	0.4591		Private	Segment D	Temporary	87 RANDOLPH AVE
29	1225	921.01	5	0		Private	Segment D	Temporary	ARDMORE AVE
30	1225	921.01	2	0.0547		Private	Segment D	Temporary	ARDMORE AVE
31	1225	919.05	9	0.1156		Private	Segment D	Temporary	42 MILEED WAY
32	1201	1503	6	0.0002		Private	Segment D	Temporary	25 FREDERICK ST
33	1201	1901	1	0.0008		Private	Segment D	Temporary	26 DALBERT STREET
34	1201	1802	8	0.0100		Private	Segment D	Temporary	47 WILLIAM STREET
35	1201	1503	3	0.0261		Private	Segment D	Temporary	22 DOROTHY ST
36	1201	1801	5	0.0051		Private	Segment D	Temporary	47 BERNARD ST
37	1201	1802	6	0.0236		Private	Segment D	Temporary	46 BERNARD ST.
38	1201	1301		0.1148		Private	Nonstructural	FPA/ROE	78 HERMANN ST
39	1201	1301		0.1148		Private	Nonstructural	FPA/ROE	74 HERMANN ST

Parcel No.	Mun.	Block	Lot	Area Acr.	Private or Govt.	Alternative	Easement Type	Address
40	1201	1301		0.1148	Private	Nonstructural	FPA/ROE	70 HERMANN ST
41	1201	1301		0.1581	Private	Nonstructural	FPA/ROE	1 OAKWOOD PL
42	1201	1301		0.1148	Private	Nonstructural	FPA/ROE	86 HERMANN ST
43	1201	1301		0.1148	Private	Nonstructural	FPA/ROE	82 HERMANN ST
44	1201	2101		6.94	Private	Nonstructural	FPA/ROE	1 ROOSEVELT AVE
45	1201	2101		1.16	Private	Nonstructural	FPA/ROE	1 OAKWOOD AVE
46	1201	1501		0.1148	Private	Nonstructural	FPA/ROE	52 DOROTHY ST
47	1201	1501		0.1148	Private	Nonstructural	FPA/ROE	48 DOROTHY ST
48	1201	1501		0.1148	Private	Nonstructural	FPA/ROE	44 DOROTHY ST
49	1201	1501		0.1148	Private	Nonstructural	FPA/ROE	40 DOROTHY ST
50	1201	1501		0.1423	Private	Nonstructural	FPA/ROE	49 FREDERICK ST
51	1201	1501		0.1148	Private	Nonstructural	FPA/ROE	73 FREDERICK ST
52	1201	1501		0.1148	Private	Nonstructural	FPA/ROE	69 FREDERICK ST
53	1201	1502		0.1148	Private	Nonstructural	FPA/ROE	52 FREDERICK ST
54	1201	1502		0.1722	Private	Nonstructural	FPA/ROE	48 FREDERICK ST
55	1201	1503		0.1148	Private	Nonstructural	FPA/ROE	22 DOROTHY ST
56	1201	1801		0.022	Private	Nonstructural	FPA/ROE	59 BERNARD ST
57	1201	1801		0.1217	Private	Nonstructural	FPA/ROE	55 BERNARD ST
58	1201	1801		0.1217	Private	Nonstructural	FPA/ROE	51 BERNARD ST
59	1201	1801		0	Private	Nonstructural	FPA/ROE	47 BERNARD ST
60	1201	1802		0.1148	Private	Nonstructural	FPA/ROE	58 BERNARD ST
61	1201	1802		0.1148	Private	Nonstructural	FPA/ROE	54 BERNARD ST
62	1201	1802		0.1148	Private	Nonstructural	FPA/ROE	50 BERNARD ST

Parcel No.	Mun.	Block	Lot	Area	Acr.	Private or Govt.	Alternative	Easement Type	Address
63	1201	1802		0.1148		Private	Nonstructural	FPA/ROE	46 BERNARD ST
64	1201	1802		0.1148		Private	Nonstructural	FPA/ROE	47 WILLIAM ST
65	1201	1802		0.1148		Private	Nonstructural	FPA/ROE	51 WILLIAM ST
66	1201	1802		0.1148		Private	Nonstructural	FPA/ROE	55 WILLIAM ST
67	1201	1802		0.1148		Private	Nonstructural	FPA/ROE	59 WILLIAM ST
68	1201	1803		0.1148		Private	Nonstructural	FPA/ROE	56 WILLIAM ST
69	1201	1803		0.1148		Private	Nonstructural	FPA/ROE	52 WILLIAM ST
70	1201	1803		0.1148		Private	Nonstructural	FPA/ROE	48 WILLIAM ST
71	1201	1803		0.1722		Private	Nonstructural	FPA/ROE	44 WILLIAM ST
72	1201	1803		0.1722		Private	Nonstructural	FPA/ROE	33 DOROTHY ST
73	1201	1803		0.1148		Private	Nonstructural	FPA/ROE	37 DOROTHY ST
74	1201	1803		0.1148		Private	Nonstructural	FPA/ROE	41 DOROTHY ST
75	1201	1803		0.1722		Private	Nonstructural	FPA/ROE	47 DOROTHY ST
76	1201	1803		0.1148		Private	Nonstructural	FPA/ROE	53 DOROTHY ST.
77	1201	1803		0.1148		Private	Nonstructural	FPA/ROE	57 DOROTHY ST
78	1201	1901		3.62		Private	Nonstructural	FPA/ROE	26 DALBERT ST
79	1201	2102		1.7837		Private	Nonstructural	FPA/ROE	1 DALBERT ST
80	1225	912		22.379		Private	Nonstructural	FPA/ROE	425 BLAIR RD
81	1225	912		4.8		Private	Nonstructural	FPA/ROE	27 ENGELHARD AVE
82	1225	912		19.57		Private	Nonstructural	FPA/ROE	11 CRAGWOOD RD
83	1225	912		4.719		Private	Nonstructural	FPA/ROE	2323 RANDOLPH AVE
84	1225	912		0		Private	Nonstructural	FPA/ROE	487 BLAIR RD
85	1225	912		0.875		Private	Nonstructural	FPA/ROE	481 BLAIR RD

Parcel No.	Mun.	Block	Lot	Area	Ac.	Private or Govt.	Alternative	Easement Type	Address
86	1225	912		3.318		Private	Nonstructural	FPA/ROE	4 CRAGWOOD RD
87	1225	912		3		Private	Nonstructural	FPA/ROE	10 CRAGWOOD RD
88	1225	912		4.763		Private	Nonstructural	FPA/ROE	471 BLAIR RD
89	1225	912		2.356		Private	Nonstructural	FPA/ROE	16 CRAGWOOD RD
90	1225	912		2.082		Private	Nonstructural	FPA/ROE	22 CRAGWOOD RD
91	1225	912		2.219		Private	Nonstructural	FPA/ROE	10 ENGELHARD AVE
92	1225	919		3.25		Private	Nonstructural	FPA/ROE	2540 RANDOLPH AVE
93	1225	919		2.37		Private	Nonstructural	FPA/ROE	42 MILEED WAY
94	1225	919		2.049		Private	Nonstructural	FPA/ROE	36 MILEED WAY
95	1225	919		4.189		Private	Nonstructural	FPA/ROE	24-30 MILEED WAY
96	1225	919		0.928		Private	Nonstructural	FPA/ROE	18 MILEED WAY
97	1225	919		1.259		Private	Nonstructural	FPA/ROE	12 MILEED WAY
98	1225	919		0.982		Private	Nonstructural	FPA/ROE	21 RANDOLPH AVE
99	1225	919		2.223		Private	Nonstructural	FPA/ROE	17 MILEED WAY
100	1225	919		2.557		Private	Nonstructural	FPA/ROE	23 MILEED WAY
101	1225	919		2.192		Private	Nonstructural	FPA/ROE	29 MILEED WAY
102	1225	919		2.446		Private	Nonstructural	FPA/ROE	35 MILEED WAY
103	2009	574	13	0.101		Private	Nonstructural	FPA/ROE	216 BUCHANAN ST
104	2009	575	7	0.1286		Private	Nonstructural	FPA/ROE	222 MADISON ST
105	2009	575	8	0.1281		Private	Nonstructural	FPA/ROE	226 MADISON ST
106	2009	575	10	0.1501		Private	Nonstructural	FPA/ROE	217 BUCHANAN ST
107	2009	579	1	0.1276		Private	Nonstructural	FPA/ROE	2702 PARKWAY AVE
108	2009	579	2	0.0968		Private	Nonstructural	FPA/ROE	2706 PARKWAY AVE
109	2009	579	6	0.1667		Private	Nonstructural	FPA/ROE	345 MADISON ST
110	2009	579	7	0.1004		Private	Nonstructural	FPA/ROE	335 MADISON ST
111	2009	579	8	0.0983		Private	Nonstructural	FPA/ROE	331 MADISON ST
112	2009	579	9	0.0919		Private	Nonstructural	FPA/ROE	327 MADISON ST
113	2009	579	10	0.1102		Private	Nonstructural	FPA/ROE	321 MADISON ST
114	2009	582	2	0.1286		Private	Nonstructural	FPA/ROE	2604 PARKWAY AVE

Parcel No.	Mun.	Block	Lot	Area	Ac.	Private or Govt.	Alternative	Easement Type	Address
115	2009	582	3	0.1286		Private	Nonstructural	FPA/ROE	2608 PARKWAY AVE
116	2009	582	4	0.1286		Private	Nonstructural	FPA/ROE	2612 PARKWAY AVE
117	2009	582	5	0.1917		Private	Nonstructural	FPA/ROE	2616 PARKWAY AVE
118	2009	582	6	0.6818		Private	Nonstructural	FPA/ROE	310 MADISON ST
119	2009	582	7	0.236		Private	Nonstructural	FPA/ROE	314 MADISON ST
120	2009	582	8	0.1607		Private	Nonstructural	FPA/ROE	318 MADISON ST
121	2009	582	9	0.1176		Private	Nonstructural	FPA/ROE	324 MADISON ST
122	2009	582	10	0.1155		Private	Nonstructural	FPA/ROE	330 MADISON ST
123	2009	582	11	0.109		Private	Nonstructural	FPA/ROE	332 MADISON ST
124	2009	582	12	0.1064		Private	Nonstructural	FPA/ROE	336 MADISON ST
125	2009	582	13	0.1531		Private	Nonstructural	FPA/ROE	338 MADISON ST
126	2009	582	14	0.2309		Private	Nonstructural	FPA/ROE	344 MADISON ST
127	2009	582	15	0.4545		Private	Nonstructural	FPA/ROE	350 MADISON ST
128	2009	582	17	0.1148		Private	Nonstructural	FPA/ROE	239 MAIN ST
129	2009	582	30	0.1148		Private	Nonstructural	FPA/ROE	226 ARTHUR ST
130	2009	582	31	0.1148		Private	Nonstructural	FPA/ROE	230 ARTHUR ST
131	2009	582	32	0.113		Private	Nonstructural	FPA/ROE	234 ARTHUR ST
132	2009	582	33	0.0993		Private	Nonstructural	FPA/ROE	235 ARTHUR ST
133	2009	582	34	0.1012		Private	Nonstructural	FPA/ROE	231 ARTHUR ST
134	2009	582	35	0.1095		Private	Nonstructural	FPA/ROE	225 ARTHUR ST
135	2009	582	45	0.155		Private	Nonstructural	FPA/ROE	214 IRENE ST
136	2009	582	46	0.155		Private	Nonstructural	FPA/ROE	220 IRENE ST
137	2009	582	47	0.1033		Private	Nonstructural	FPA/ROE	226 IRENE ST
138	2009	582	53	0.1148		Private	Nonstructural	FPA/ROE	219 IRENE ST
139	2009	582	54	0.1148		Private	Nonstructural	FPA/ROE	215 IRENE ST
140	2009	582	55	0.1148		Private	Nonstructural	FPA/ROE	209 IRENE ST
141	2009	582	68	8.76		Private	Nonstructural	FPA/ROE	2651 MARSHES DOCK ROAD
142	2013	143	9	0.2386		Private	Nonstructural	FPA/ROE	1155 ST GEORGES AVE
143	2013	161	22	0.1646		Private	Nonstructural	FPA/ROE	1667 IRVING ST
144	2013	161	33	0.0937		Private	Nonstructural	FPA/ROE	206 W GRAND AVE
145	2013	161	34	0.1837		Private	Nonstructural	FPA/ROE	204 W GRAND AVE
146	2013	161	35	0.1061		Private	Nonstructural	FPA/ROE	194 W GRAND AVE
147	2013	161	36	0.1061		Private	Nonstructural	FPA/ROE	188 W GRAND AVE
148	2013	161	37	0.1897		Private	Nonstructural	FPA/ROE	182 W GRAND AVE
149	2013	162	9	0.1992		Private	Nonstructural	FPA/ROE	277 HAMILTON ST
150	2013	162	13	0.0579		Private	Nonstructural	FPA/ROE	309 HAMILTON ST
151	2013	167	10	5.278		Government	Nonstructural	FPA/ROE	297 CENTRAL AVE
152	2013	167	11	0.1136		Private	Nonstructural	FPA/ROE	1393 NEW CHURCH ST
153	2013	167	19	0.1109		Private	Nonstructural	FPA/ROE	1453 NEW CHURCH ST
154	2013	167	41	0.1263		Private	Nonstructural	FPA/ROE	332-6 HAMILTON ST

Parcel No.	Mun.	Block	Lot	Area	Acrr.	Private or Govt.	Alternative	Easement Type	Address
155	2013	167	43	0.0874		Private	Nonstructural	FPA/ROE	318-20 HAMILTON ST
156	2013	168	19	0.1217		Private	Nonstructural	FPA/ROE	1219 ST GEORGES AVE
157	2013	178	5	0.1653		Private	Nonstructural	FPA/ROE	619 CENTRAL AVE
158	2013	213	1	0.1466		Private	Nonstructural	FPA/ROE	629 RIVER RD
159	2013	221	13	0.1148		Private	Nonstructural	FPA/ROE	433 RIVER RD
160	2013	223	6	0.376		Private	Nonstructural	FPA/ROE	211 W GRAND AVE
161	2013	224	49	0.2727		Private	Nonstructural	FPA/ROE	1819 ALLEN ST
162	2013	224	52	0.2388		Private	Nonstructural	FPA/ROE	175 W GRAND AVE
163	2013	277	16	0.4511		Private	Nonstructural	FPA/ROE	245 E INMAN AVE
164	2013	292	8	0.1928		Government	Nonstructural	FPA/ROE	804 LEESVILLE AVE
165	2013	298	3	0.1086		Private	Nonstructural	FPA/ROE	962 LEESVILLE AVE
166	2013	298	5	0.0964		Private	Nonstructural	FPA/ROE	930 LEESVILLE AVE
167	2013	321	2	0.4941		Private	Nonstructural	FPA/ROE	111-113 MONROE ST
168	2013	321	5	0.0785		Private	Nonstructural	FPA/ROE	1652 ESSEX ST
169	2013	321	6	0.0864		Private	Nonstructural	FPA/ROE	1648 ESSEX ST
170	2013	321	7	0.0686		Private	Nonstructural	FPA/ROE	1644 ESSEX ST
171	2013	321	8	0.0845		Private	Nonstructural	FPA/ROE	1640 ESSEX ST
172	2013	321	9	0.0844		Private	Nonstructural	FPA/ROE	1636 ESSEX ST
173	2013	321	10	0.0837		Private	Nonstructural	FPA/ROE	1630 ESSEX ST
174	2013	321	11	0.0868		Private	Nonstructural	FPA/ROE	166 LAFAYETTE ST
175	2013	322	6	0.0558		Private	Nonstructural	FPA/ROE	1714 ESSEX ST
176	2013	322	7	0.2893		Private	Nonstructural	FPA/ROE	1708 ESSEX ST
177	2013	331	14	0.1309		Private	Nonstructural	FPA/ROE	1496 LAWRENCE ST
178	2013	331	15	0.1377		Private	Nonstructural	FPA/ROE	1492 LAWRENCE ST
179	2013	331	16	0.107		Private	Nonstructural	FPA/ROE	1484 LAWRENCE ST
180	2013	331	17	0.1879		Private	Nonstructural	FPA/ROE	1478 LAWRENCE ST
181	2013	331	27	0.02428		Private	Nonstructural	FPA/ROE	1466 LAWRENCE ST
182	2013	332	1	0.1148		Private	Nonstructural	FPA/ROE	1475 LAWRENCE ST
183	2013	332	2	0.1722		Private	Nonstructural	FPA/ROE	1481 LAWRENCE ST
184	2013	332	3	0.1148		Private	Nonstructural	FPA/ROE	1493 LAWRENCE ST
185	2013	332	12	0.0574		Private	Nonstructural	FPA/ROE	1548 TOTTEN ST
186	2013	332	13	0.0574		Private	Nonstructural	FPA/ROE	1544 TOTTEN ST
187	2013	332	14	0.1148		Private	Nonstructural	FPA/ROE	1540 TOTTEN ST
188	2013	332	15	0.1148		Private	Nonstructural	FPA/ROE	1534 TOTTEN ST
189	2013	332	16	0.0574		Private	Nonstructural	FPA/ROE	1528 TOTTEN ST
190	2013	332	17	0.0574		Private	Nonstructural	FPA/ROE	1524 TOTTEN ST
191	2013	332	18	0.0574		Private	Nonstructural	FPA/ROE	1520 TOTTEN ST
192	2013	334	2	0.0861		Private	Nonstructural	FPA/ROE	1539 TOTTEN ST
193	2013	334	3	0.0861		Private	Nonstructural	FPA/ROE	1545 TOTTEN ST
194	2013	334	4	0.1291		Private	Nonstructural	FPA/ROE	1557 TOTTEN ST
195	2013	334	5	0.0723		Private	Nonstructural	FPA/ROE	457 E MILTON AVE

Parcel No.	Mun.	Block	Lot	Area Acr.	Private or Govt.	Alternative	Easement Type	Address
196	2013	334	8	0.0861	Private	Nonstructural	FPA/ROE	1576 MONTGOMERY ST
197	2013	334	9	0.1291	Private	Nonstructural	FPA/ROE	1568 MONTGOMERY ST
198	2013	334	10	0.0861	Private	Nonstructural	FPA/ROE	1558 MONTGOMERY ST
199	2013	335	14	0.2319	Private	Nonstructural	FPA/ROE	1636 PARK ST
200	2013	335	15	0.2319	Private	Nonstructural	FPA/ROE	1628 PARK ST
201	2013	335	24	0.3478	Private	Nonstructural	FPA/ROE	1565 MONTGOMERY ST
202	2013	335	25	0.3478	Private	Nonstructural	FPA/ROE	1577 MONTGOMERY ST
203	2013	335	26	0.1722	Private	Nonstructural	FPA/ROE	1583 MONTGOMERY ST
204	2013	355	17	0.1148	Private	Nonstructural	FPA/ROE	1879 HENRY ST

EXHIBIT "C"
ESTATES

1. FEE (STANDARD ESTATE No. 1):

The fee simple title to the land as described in Schedule A, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

2. FLOOD PROTECTION LEVEE EASEMENT (STANDARD ESTATE No. 9):

A perpetual and assignable right and easement in the land described in Schedule A to construct, maintain, repair, operate, patrol and replace a flood protection levee and floodwall, including all appurtenances thereto; reserving, however, to the landowners, 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.

3. TEMPORARY WORK AREA EASEMENT (STANDARD ESTATE No. 15):

A temporary easement and right-of-way in, on, over and across the lands described in Schedule A, for a period not to exceed *[as required for each phase]* 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 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 Raritan Bay and Sandy Hook Bay, Union Beach Hurricane & Storm Damage Reduction 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.

4. NONSTRUCTURAL FLOODPROOFING AGREEMENT

Floodproofing Agreement

TRACT NO. [TRACT]

RAHWAY RIVER (TIDAL) BASIN NONSTRUCTURAL COASTAL STORM RISK
MANAGEMENT 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 Non-Federal Sponsor, New Jersey Department of Environmental Protection (hereinafter sometimes referred to as the "NJDEP"), has undertaken the implementation of the Rahway River (Tidal) Basin Nonstructural Coastal Storm Risk Management 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 NJDEP 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 to 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 [COUNTY NAME] 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 Rahway (Tidal) Basin Nonstructural Coastal Storm Risk Management 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 _____, 2017, by [OWNER NAME] and [OWNER NAME].

NOTARY PUBLIC

My Commission Expires:

ACCEPTED:

New Jersey Department of Environmental Protection

By: _____
[TITLE]

DATE

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

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

TOTAL PROJECT REAL ESTATE COSTS (Cost-Shared 65%/35%)				Non-Federal	Federal	Project Cost
		RAHWAY TIDAL (ALTERNATIVE 4)				
		Cost Summary:				
		Incidental Costs (01A)		\$1,374,666	\$379,308	\$1,753,974
		Real Estate Acquisition Costs (01B)		\$612,450	\$0	\$612,450
		Subtotal:		\$1,987,116	\$379,308	\$2,366,424
		20% Contingency, Less Land Payments (01B1)		\$274,933	\$75,862	\$350,795
01		LANDS AND DAMAGES		\$2,262,049	\$455,170	<u>\$2,717,219</u>
01A		INCIDENTAL COSTS		\$1,374,666	\$379,308	\$1,753,974
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		\$90,000	\$9,000	
01A2A		By Gov't (In-house)				
01A2B		By Gov't (Contract)				
01A2C		By NFS		\$90,000		
01A2D		By Gov't on behalf of NFS				
01A2E		Review of NFS			\$9,000	
01A3		Appraisal		\$176,000	\$61,600	
01A3A		By Gov't (In-house)				
01A3B		By Gov't (Contract)				
01A3C		By NFS		\$176,000		
01A3D		By Gov't on behalf of NFS				
01A3E		Review of NFS			\$61,600	
01A4		Title Services		\$424,000	\$12,000	
01A4A		By Gov't (Contract)				
01A4B		By NFS		\$424,000		
01A4C		By Gov't on behalf of NFS				
01A4D		Review of NFS			\$12,000	
01A5		Other Professional Services		\$216,000	\$0	
01A5A		By the Gov't				
01A5B		By the NFS		\$216,000		
01A5C		By Gov't on behalf of NFS				

TOTAL PROJECT REAL ESTATE COSTS (Cost-Shared 65%/35%)				Non-Federal	Federal	Project Cost
01A5D		Review of NFS				
01A6		Closing Cost (4% of Land Payments-01C1)		\$24,498	\$0	
01A6A		By Gov't				
01A6B		By NFS		\$24,498		
01A6C		By Gov't on behalf of NFS				
01A7		PL 91-646 Assistance		\$294,168	\$147,084	
01A7A		By Government				
01A7B		By NFS		\$294,168		
01A7C		By Gov't on behalf of NFS				
01A7D		Review of NFS			\$147,084	
01A8		Audit		\$0	\$74,624	
01A8A		By Gov't			\$74,624	
01A9B		By NFS				
01B		REAL ESTATE ACQUISITION COSTS		\$612,450	\$0	\$612,450
01B1		Land Payments		\$612,450	\$0	
01B1A		By Government				
01B1B		By NFS		\$612,450		
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				

EXHIBIT "E"
NON-FEDERAL SPONSOR CAPABILITY ASSESSMENT CHECKLIST

DRAFT

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

**RAHWAY RIVER (TIDAL) BASIN, NEW JERSEY
COASTAL STORM 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