

U.S. Army Corps of Engineers
New York District

**Westchester County Streams, Byram River Basin
Flood Risk Management
Fairfield County, Connecticut and
Westchester County, New York**

**Draft Integrated Feasibility Report &
Environmental Impact Statement**

**Appendix E – Draft Real Estate Plan
June 2018**

**WESTCHESTER COUNTY STREAMS, BYRAM RIVER BASIN
FLOOD RISK MANAGEMENT
FAIRFIELD COUNTY, CT AND WESTCHESTER COUNTY, NEW YORK**

JUNE 2018 DRAFT REAL ESTATE PLAN

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1. Preamble

Project Authorization: The Byram River Basin study was authorized by a resolution of the Committee on Transportation and Infrastructure, Docket 2779, dated May 2nd, 2007. The resolution covers the Westchester County Streams study area, which includes the basins of the Byram River, the Mamaroneck and Sheldrake Rivers, the Hutchinson River, the Blind Brook, the Bronx River, and the Saw Mill River. The Westchester County Streams Section 905(b) Reconnaissance Report, which recommended feasibility studies for all six river basins and for coastal flooding from Long Island Sound, was approved in 2009. A Feasibility Cost Sharing Agreement (FCSA) for the Byram River Basin was signed with the Town of Greenwich in 2012 for just under \$3 million to conduct a Flood Risk Management Study.

a) Official Project Designation: Westchester County Streams, Byram River Basin Flood Risk Management Fairfield County, Connecticut and Westchester County, New York, hereinafter referred to as the “Project” or “study area.”

b) Project Location: The study area is in Town of Greenwich, Fairfield County, Connecticut and the Village of Port Chester, Westchester County, New York.

The Byram River is approximately 13.5 miles long with a watershed of approximately 12,000 acres; approximately 5,360 acres are located within the Town of Greenwich, CT. The river flows from north to south through five towns in both Connecticut (Town of Greenwich) and New York (Towns of Rye, North Castle, New Castle, and Bedford). The lower portion of the river for a length of 1.3 miles is tidal. The watershed is primarily a mixture of urban and dense suburban residential land use plus commercial areas. The project area extends from just north of Bailiwick Road to south of West Putnam Avenue (Route 1 northbound), as shown in **Figure 1**.

c) Non-Federal Partner: The non-Federal Sponsor for the Project’s Feasibility study is the Town of Greenwich, CT, hereinafter referred to as the “Sponsor.” Construction authority is required for the Project. The NFS for construction is not yet determined.



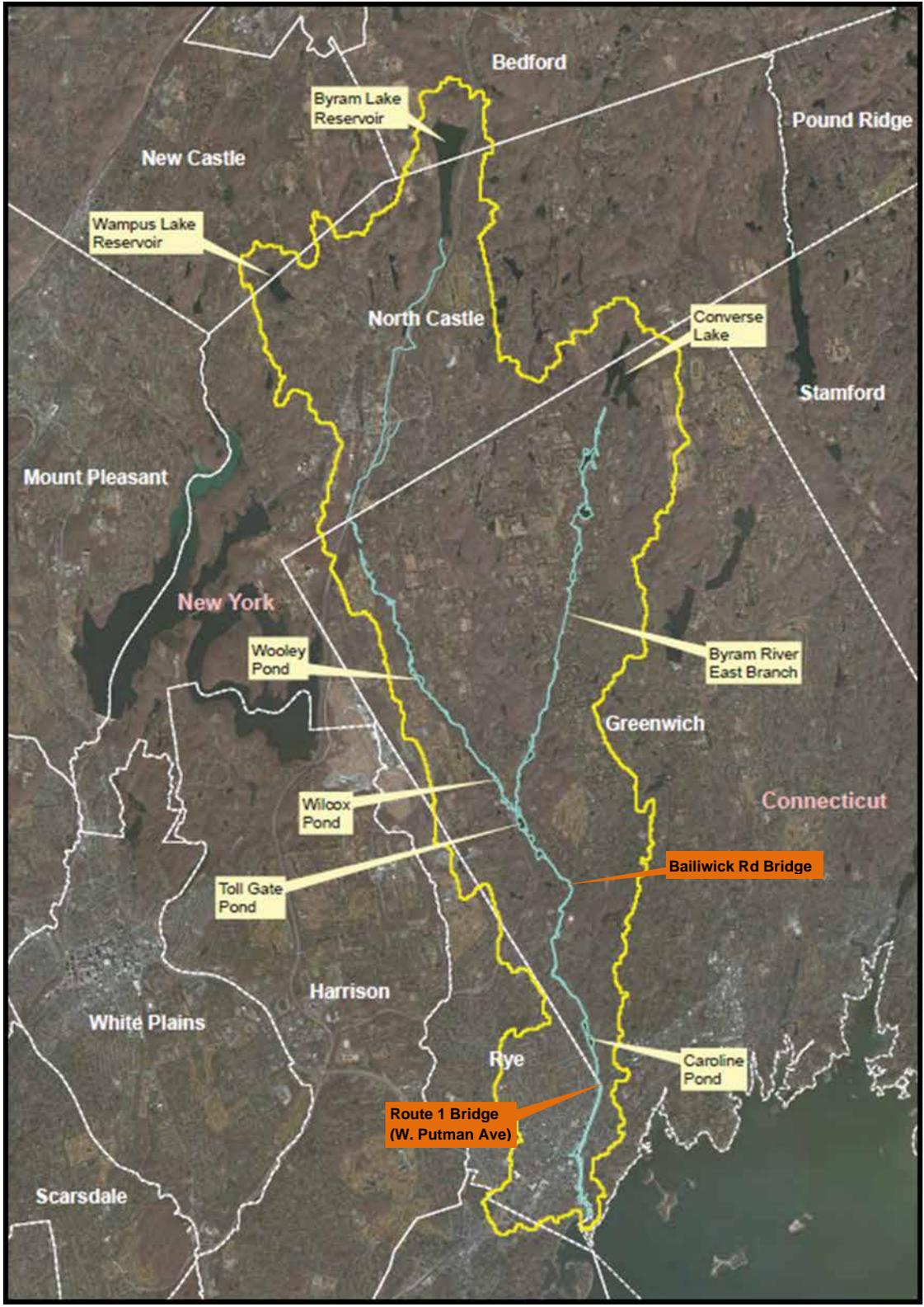


Figure 1: Byram River Flood Risk Management Study Area



2. Statement of Purpose

The purpose of this Real Estate Plan (the “REP”) is to describe the minimum Lands, Easements, Right-of-Ways, Relocations and Disposals (LERRD) required for the construction, operation and maintenance of the Tentatively Selected Plan (TSP) for the Project. This REP is the first prepared for the Project and is an appendix to the Project’s Draft Integrated Feasibility Report & Environmental Assessment (hereinafter the “Feasibility Report” or “main report”).

3. Project Purpose and Features

a) Project Purpose: The purpose of the Project is to provide flood risk management in the project area. The Project aims to reduce the frequency and or severity of flooding caused by a 1-percent flood event to lessen damages to personal and public property, including commercial structures, upstream of the Route 1 bridges over the Byram River.

The increase in impervious area and the changes in the river channel has caused the river to experience an increase in water collection and movement. As a result, the project area has been identified by the Town of Greenwich as a high priority area with immediate needs for drainage improvements to alleviate flooding. A previous study was performed by the United States Army Corps of Engineers (USACE) in 1977, and recommended flood control measures were prepared to mitigate flooding within the town boundaries during a storm event.

b) Plan of Improvement: The plan for improvement includes replacing the Route 1 North (Hillside Avenue) and South (Putnam Avenue) bridges over the Byram River with new single-span bridges elevated to 2.4 Feet to 4.0 Feet higher than existing bridges without center bridge piers impeding flow.

The existing bridge decks currently cause water flow from the Byram River to back up and exacerbate flooding upstream. Therefore, raising the elevation of the bridge decks and removing the existing abutments and center pier would lower the water surface by two to four feet during the 1-percent flood event. The bridge replacement requires regrading of the landscape as well as minor channel improvements to accommodate the new bridges and improve the hydraulic efficiency of the river channel, respectively.

c) Required Lands, Easements, and Rights-of-Way (LER): In accordance with the Project Partnership Agreement (PPA), the Sponsor will be responsible for acquiring all the lands, easements, right-of-ways, relocations and dredge or excavated material disposal areas (LERRD) as required for the for the construction, operation and maintenance of the Project. The following is the Project’s LER summary:



	NY	CT	Total
Permanent Easements Acres	±1.8967	±0.0127	±1.9094
Temporary Easements Acres	±0.8713	±0.3932	±1.2645
Total Acres	±2.7680	±0.4059	±3.1739

	NY	CT	Total
No. of Public Parcels	0*	3	3
No. of Private Parcels	13	3	16
Total No. of Parcels	13	6	19

Note, while the State of New York (NYS) owns no land as part of the Project’s LER that have a designated tax parcel identification number (i.e. a Block and Lot number), the project does require lands within NYS-owned right-of-ways. Under the custody and accountability of the New York State Department of Transportation (NYSDOT), NYS maintains ownership of the Route 1 Bridge structure and surrounding lands within its immediate right-of-way. NYS also maintains ownership of lands of the Byram River right-of-way where the proposed channel improvement will occur.

The following details the Project’s LER requirements:

I. Channel Improvement Easement (Standard Estate No. 8): Approximately 0.2125 of an acre is required for channel deepening and widening to accommodate the bridge replacements. Including NYS-owned right-of-ways, there are six parcels impacted by this easement, all privately-owned.

II. Road Easement (Standard Estate No. 11): Approximately 1.6969 acres are required to replace the Route 1 North and South bridges. Approximately 1.6842 are under the ownership of NYS, which consists of the bridge structure and lands within its right-of-way. Approximately 0.0127 of an acre are privately owned, which span across two parcels.

III. Temporary Work Area Easement (Standard Estate No. 15): Approximately 1.2645 acres are required for staging and work area purposes, as well as to regrade certain areas of the landscape to accommodate the new bridges. The term required is approximately two years. Including lands within New York and Connecticut-owned right-of-ways, there are 14 parcels impacted by this easement – three publicly-owned, 11 privately-owned.

Since [as of this report] the Project is at a feasibility level study, the size of the real estate interests required are preliminary estimates only based on available Geographic Information System (GIS) data. The precise size and location of the required real estate interests will be



identified during pre-engineering and design (PED) when plans, specifications and detailed drawings are prepared. As a result, the real estate requirements for the Project as identified in this REP are subject to change with project refinements.

Once the real estate requirements are finalized, prior to real estate acquisition, the Sponsor will obtain property line surveys with a corresponding legal description for each easement to delineate the precise boundaries and mitigate against potential boundary disputes. Additionally, the Sponsor is advised to obtain a chain of title and title insurance on all acquired property to identify potential encumbrances and to protect against “defects” in title. A Subordination of Mortgage is required for all easements on properties that have an existing mortgage. The Sponsor will work with property owners and their mortgage lender to sign an agreement allowing the mortgage to be subordinate to the easement. A Subordination of Mortgage is necessary to ensure the easement will remain in effect in the event of a foreclosure.

Prior to project construction and USACE’s Certification of Real Estate, all recorded easements (and Subordination of Mortgage Agreement if finalized) must be delivered to USACE with the Sponsor’s Authorization for Entry for Construction. Easements acquired by the Sponsor must contain the necessary standard estate language and covenants to run with the land therein. In some instances, more than one estate is required over the lands of the same owner.

Exhibit “B” provides a detailed list of impacted parcels as well as the total acres required therein. Language to the recommended estates are provided in Exhibit “C”, which are required to be included, as written, in the body of their respective easement agreement between the Sponsor and property owner.

d) Appraisal Information: In accordance with USACE Real Estate Policy Guidance Letter No. 31-Real Estate Support to Civil Works Planning Paradigm (3x3x3), dated January 10, 2013 (hereinafter referred to as “PGL 31”), an appraisal cost estimate (or “rough order of magnitude”) was completed for the Project since the value of real estate (land, improvements and severance damages) were not expected to exceed ten percent of the total project costs. To establish a more accurate land valuation, a full appraisal based on surveyed boundaries of the Project’s final plans is required. This cost estimate does not include the incidental costs – such as appraisals, surveys, title, attorney, etc. costs – that would be incurred to acquire the real estate and should not be interpreted as the Project’s total real estate costs. See paragraph 11 for the Project’s overall estimated real estate costs.

The cost estimate was completed by a licensed USACE staff appraiser who concluded the estimated total land value for the Project’s preliminary real estate requirements is \$687,000. The effective dated of the cost estimate report is November 21, 2016. The following Assignment Conditions were included in the cost estimate:

Assignment Condition #1 – The Appraiser did not received a title report for the Project parcels. The cost estimate was predicated on the extraordinary assumptions that, as of the



effective date of the cost estimate, the Project parcels: (1) did not begin condemnation proceedings; and (2) had marketable title without restrictions or encumbrances impacting cost.

Assignment Condition #2 – The cost estimate invoked the Jurisdictional Exception of the Uniform Standards of Professional Appraisal Practice (USPAP). “If any part of these standards is contrary to the law or public policy of any jurisdiction, only that part shall be void and of no force or effect in that jurisdiction.” USPAP 2014-2015 Edition, The Appraisal Foundation, Washington, DC, 2014, p. U-3.

The cost estimate was prepared for the internal use of USACE. Though not complying with all provisions of USPAP, the document does conform to USACE regulations. For purposes of the estimate, the Appraiser was advised that USACE operates under the Jurisdictional Exception provision of USPAP. Standards #1 in part and #2 had not been complied within the cost estimate. A cost estimate is not an appraisal as defined by USPAP. An appraisal is the process of developing an opinion of value. Cost is an estimate of fact, not an opinion of value, based upon land planning and engineering design parameters at a specific level of detail. As the design parameters are refined, the engineering and land planning facts may change necessitating a change in the cost estimate. The cost estimate report is not required to be in compliance with USPAP, i.e., since the Jurisdictional Exception is authorized.

Assignment Condition #3 – The Appraiser was provided with preliminary Project real estate maps and spreadsheet data. The cost estimate was predicated on the extraordinary assumption that, as of the effective date of the cost estimate, the preliminary Project real estate maps and spreadsheet data accurately portrayed the location of the defined Estates in Land based upon the land use planning and engineering designs. Project Maps and spreadsheet parameters are frequently amended due to project planning reasons. Cost estimates change as project planning analysis changes the planning parameters.

Assignment Condition #4 – The Appraiser was provided with preliminary Project real estate maps and spreadsheet data indicating areas for the permanent and temporary easements. The data was applied in the cost estimate. The cost estimate is predicated on the extraordinary assumption that, as of the effective date of the cost estimate, the Project parcels areas were consistent with the Project parameters.

Assignment Condition #5 – The Temporary Work Area Easements were assumed to encumber the real property areas for a period of 2 years. The cost estimate was predicated on the extraordinary assumption that, as of the effective date of the cost estimate, the two year encumbrances were consistent with the Project parameters.

Assignment Condition #6 – The cost estimate was predicated on the extraordinary assumption that, as of the effective date of the cost estimate: (1) there were no zoning bulk area requirement violations on any of the project properties; (2) all properties were conforming uses; and (3) all properties were permitted uses under the zoning code. It was assumed that the



existing land uses comply with current zoning requirements and did not impact the cost estimate conclusion.

Assignment Condition #7 – The cost estimate was based upon a superficial level of detail. The data provided for the analyst was based upon a preliminary design and did not provide specifics on each parcel. Superficial, in the context of the analysis, is defined as “the property data is concerned only with what is obvious or apparent, not thorough or complete at this point in the land planning process.” As directed by PGL 31. If the design parameters change, the cost estimate may change.

4. LER Owned by the Non-Federal Sponsor

The Town of Greenwich maintains fee ownership over approximately 0.3514 of an acre of land required for the Project.

Block_Lot	Channel Improvement Easement (ac)	Road Easement (ac)	Temporary Work Area Easement (ac)
03_4544/S	0	0	±0.0146
04_4525/S	0	0	±0.0521
04_4512	0	0	±0.0436
ROW	0	0	±0.2411

This REP identifies easements over Sponsor-owned lands for the purpose of identifying the Project’s real estate requirements. The estate and interested owned by the Sponsors are sufficient and available for the Project and they are neither eligible to receive credit nor reimbursement for lands provided to the Project they already own. The Sponsor will provide the necessary Authorization for Entry for Construction to USACE for Project construction over said lands.

Note, currently, the Town of Greenwich is the NFS for Project’s feasibility study. A non-Federal Sponsor for Project construction has neither been identified nor confirmed. Should a non-Federal Sponsor other than the Town of Greenwich be identified for Project Construction, this report will be updated to identify those NFS-owned lands.

5. Non-Standard Estates

There are no proposed non-standard estates for the Project.

6. Existing Federal Projects

There are no known existing or proposed Federal projects that lie either partially or fully within the LER required for the Project.



7. Federally-Owned Land

The Project includes no Federally-owned lands included as part of its LER requirements.

8. Navigational Servitude

Navigational servitude is not applicable to the Project.

9. Maps

Real estate maps are provided in Exhibit A.

The NYS GIS tax parcel data was obtain from Westchester County, with a last update occurring on March 24, 2015. The data was compiled from 26 different tax map jurisdictions, and the provider acknowledges that there are overlaps and gaps between the municipalities, as depicted in the attached real estate maps. Further research is required to definitively identify NY and CT state boundaries within the project area.

10. Induced Flooding

The Project does not induce flooding.

11. Baseline Cost Estimate for Real Estate (BCERE)

a) The BCERE provides an itemized cost outlining the Project's land acquisition and incidental costs incurred by the Federal Government and non-Federal Sponsor, where applicable. The BCERE is provided in Exhibit "D".

The total real estate cost is captured in the Project's 01-Lands and Damage cost account, which amounts to approximately **\$1,433,250**

b) The Sponsor is responsible for all upfront LERRD costs and is required to perform its LERRD responsibilities (in accordance with the PPA) prior to Project construction. Supporting documents on all costs incurred by the Sponsor to fulfill its LERRD responsibilities will be submitted to USACE as part of its claim for credit. The Sponsor is eligible for 100% crediting or reimbursement of the actual associated direct and indirect LERRD costs that are found to be reasonable, allowable and allocable. If approved, the Project will be cost-shared (65% Federal and 35% Non-Federal), with the LERRD cost included as part of the Sponsor's share of total Project cost. The following is the Sponsor's estimated creditable LERRD costs:



LERRD	Costs
Lands, Easements & ROWs	±\$1,230,450
Relocations	±\$9,828,648
Disposals	±\$0
<i>Total LERRD:</i>	<i>±\$11,059,098</i>

12. Public Law 91-646, Uniform Relocation Assistance

No person or business are expected to require relocation benefits under Public Law 91-646.

13. Minerals and Timber Activity

There are no present or anticipated mineral extraction or timber harvesting activities within the proposed Project.

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

As it relates to lands located within the State of Connecticut, the Sponsor maintains the professional capability for land acquisitions and can reasonably obtain contracted services, if needed. While the Sponsor possesses sufficient general and legal acquisition authority to acquire the real estate needed for the Project, part of the real estate required lies outside of the Sponsor’s political boundary in the State of New York. Coordination is ongoing with the Sponsor and the NYS Department of Environmental Conservation and NYS Department of Transportation, on a path to secure the New York LER required for the Project. Due to the aforementioned uncertainty regarding LER required for the project that lie within two states, it is unknown if the current or future NFS will request USACE assistance for real estate acquisition.

The Sponsor is aware of Public Law 91-646 requirements as well as the requirement to document all LERRD expenses for the claim of credit.

A draft Non-Federal Sponsor’s Capability Assessment Checklist is provided in Exhibit “E”. A final assessment checklist will be provided with an updated REP once coordination with the Sponsor on the assessment is complete.

15. Zoning

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



16. Schedule of Acquisition

<u>Milestone</u>	<u>Date</u>
PPA Execution.....	Feb 2020
Sponsor’s Notice to Proceed with Acquisition.....	Feb 2020
Authorization for Entry for Construction.....	Feb 2021
Certification of Real Estate.....	May 2021
Ready to Advertise for Construction.....	Jun 2021

17. Relocation of Facilities or Public Utilities

The project entails removal of the existing Route 1 bridges and construction of a new bridge over the Byram River. The set-up of the bridge removal (i.e., mobilization, demobilization, site preparations, traffic control, excavation and disposal, cofferdams, etc.) and the bridge removal itself are project costs that are cost shared. The construction of the new bridges is considered a relocation and is the non-Federal sponsor’s responsibility. The construction of the new bridge would occur immediately after the removal of each of the Route 1 bridges in sequence; one bridge will be removed and replaced per construction season, to be accomplished over two seasons.

Additionally, there are catch basins (10), a hydrant (1), valves (10), manholes (10), and utility poles (3) that will need to be relocated as part of the bridge replacement. There may also be [unknown] underground utilities that may require relocation to construct the Project. The precise location of any underground utilities and required relocation will be known during PED when surveys are complete.

The above referenced facilities/utilities are generally of the type eligible for compensation under the substitute facilities. The substitute facilities doctrine provides an alternate means of just compensation to property owners affected by an acquisition or taking of property in order to place them in as good a position as if the property had not been acquired or taken. The measurement of just compensation – as it relates to the substitute facilities doctrine – has been required only when fair market value has been too difficult to ascertain or when its application would result in manifest injustice to the owner or the public. In such cases, the cost of constructing a substitute facility may be used as the measure of just compensation paid to the facility/utility owner where a substitute facility/utility is necessary. The substitute facilities doctrine is the foundation for the concept of “relocation” as applied to the implementation of water resources projects by the USACE. Engineering Regulation 405-1-12, Real Estate Handbook, Change 31, 1 May 98, (hereinafter “Real Estate Handbook”) defines the term “relocation” as generally meaning:

To provide a functionally equivalent facility to the owner of an existing utility, cemetery, highway, or other eligible public facility and railroad when such action



is authorized in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may take the form of alteration, lowering, raising, or replacement (and attendant removal) of the affected facility or part thereof.

As a result of the Project's impact to the above described facilities/utilities, there is a requirement to perform such relocation and provide functionally equivalent substitute facilities, in-place or moved, as just compensation for the property owners. There is no anticipated need to acquire additional real estate to perform the relocations. All public facilities/utilities described above are considered Project LERRD expenses. They are a non-Federal responsibility and the cost incurred to relocation such facilities/utilities are creditable toward the Sponsor's cost shared amount.

The cost to perform the above described relocations is approximately \$9,828,648.

The inclusion of substitute facilities costs in the REP is for planning and budgeting purposes only and does not constitute a preliminary or final determination of compensability by USACE regardless of whether the cost of substitute facilities are reflected in the Feasibility Report. Any conclusion or categorization contained in this report that an item is a utility or facility relocation to be performed by the Sponsor as part of its LERRD responsibilities is preliminary only. USACE will make a final determination of the relocations necessary for the construction, operation, or maintenance of the project after further analysis and completion and approval of final attorney's opinions of compensability for each of the impacted utilities and facilities.

This real estate assessment was made in accordance with PGL 31, which allows real estate assessments in lieu of an Attorney's Opinion of Compensability during feasibility when the estimated total relocation costs, including the value of any additional lands that may be required to perform the relocations, does not exceed 30% of the estimated total project costs. A written Attorney's Opinion of Compensability will be prepared during PED.

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

The CT DEEP Hazardous Waste List of Contaminated or Potentially Contaminated Sites (CT DEEP, 2018) lists 49 sites within $\frac{3}{4}$ of a mile from the project study area. Of the 49 listed sites, two are located within or adjacent to the LER required for the project. However, those sites have achieved Connecticut guidelines for remediation and have been documented and now closed. The two sited listed are:

- (1) Within Block 9 Lot 1634, the Greenwich Sunoco Gas Station (former Exxon Station 3-7848); and
- (2) Adjacent to Block 9 Lot 21228/S, the Pemberwick Apartments at 2 Homestead Lane.



Additionally, according to the EPA Superfund Site online search tool (EPA, 2013), there are no hazardous, toxic, or radioactive waste sites located within ¾ of a mile of the Project study area. There are no other known HTRW or suspected presence of contaminants that are in, on, under, or adjacent to the LER required for the Project.

19. Project Support

The Sponsor and local stakeholders supports the Project. Several public meetings were held during 2013 to 2017 that drew support from local residents and business owners on the need to address local flooding to reduce the risk of property damage during storm events. There are no known local concerns that could adversely impact real estate acquisition.

20. Notification to Non-Federal Partner

By letter dated May 16, 2018, a formal written notice was provided to the Sponsor on the risk associated with acquiring the real estate for the Project in advance of signing a PPA.

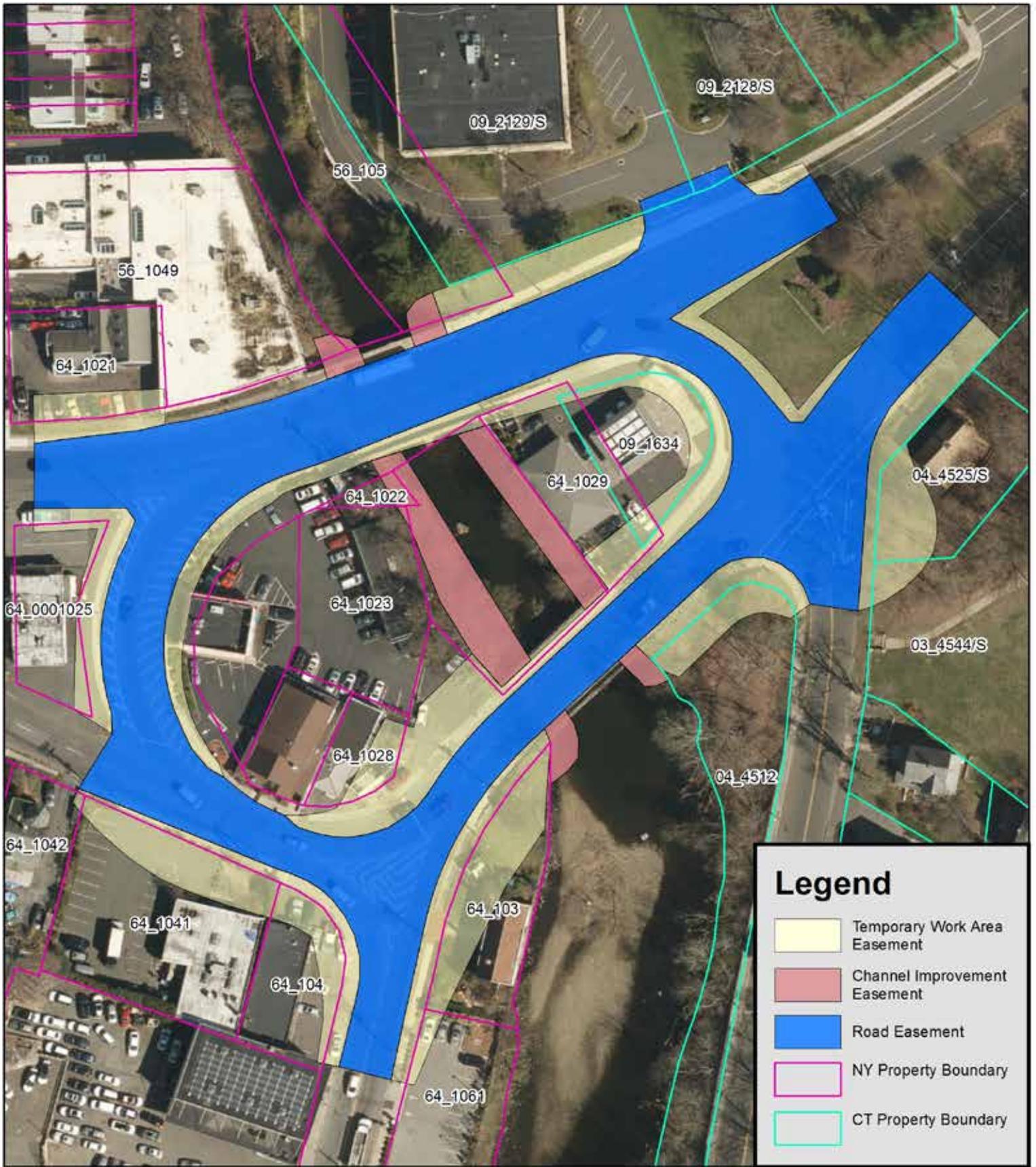
21. Point of Contact

The point of contacts for this real estate plan is the Real Estate Project Delivery Team member Carlos E. Gonzalez at (917)790-8465 (Email: Carlos.E.Gonzalez@usace.army.mil) or the undersigned at (917)790-8430 (email: Michael.W.Haskins@usace.army.mil).

MICHAEL W. HASKINS
Acting Chief, Real Estate Division
Real Estate Contracting Officer



EXHIBIT "A"
REAL ESTATE MAPS



Byram River Basin Flood Risk Management Feasibility Study Real Estate



US Army Corps
of Engineers
New York District



EXHIBIT "B"
PARCEL DATA

EXHIBIT "B"
PARCEL DATA

STATE	MUN	BLOCK_LOT	PROP_LOCATION	OWNER_NAME	CHANNEL IMPROVEMENT EASEMENT (ac)	ROAD EASEMENT (ac)	TEMPORARY WORK AREA EASEMENT (ac)
NY	1360	56_105	Putnam Ave	777 West Putnam Ave LLC	±0.0080	-	±0.0206
NY	1360	56_1049	13 Riverdale Ave	CS Goodfriend & Co Inc	±0.0052	-	-
NY	1360	64_1021	11 Hillside Ave	A.E.A. Motors LLC	-	-	±0.0310
NY	1360	64_1025	1 Putnam Ave	Allison, Harry	-	-	±0.0184
NY	1360	64_1022	604 N. Main St	Alexander, Albert E & Patricia B	±0.0060	-	-
NY	1360	64_1023	604 N. Main St	Alexander, Albert E & Patricia B	±0.0012	-	-
NY	1360	64_1028	602 N. Main St	602 North Main St. Realty Corp	-	-	±0.0236
NY	1360	64_1029	780 Putnam Ave	Aliance Energy Corp	±0.0018	-	±0.0355
NY	1360	64_1042	4 Putnam Ave	Karnsomtob, Vanphen	-	-	±0.0013
NY	1360	64_1041	2 Putnam Ave	2 Putnam Avenue LLC	-	-	±0.0796
NY	1360	64_104	600 N. Main St	600 No Main St Corp	-	-	±0.0411
NY	1360	64_1061	601 N. Main St	Port North Main Street, LLC	-	-	±0.0105
NY	1360	64_103	N. Main St	Village of Port Chester	±0.0005	-	±0.1004
NY	-	River ROW	Byram	State of New York	±0.1717	-	±0.0117
NY	-	Street ROW	Hillside & Putnam Ave	State of New York	±0.0181	-	±0.4976
NY	-	Bridge ROW	Route 1	State of New York	-	±1.6842	-
CT	2200	09_2129/S	777 West Putnam Ave	777 West Putnam Avenue LLC	-	±0.0071	-
CT	2200	09_2128/S	777 West Putnam Ave	777 West Putnam Avenue LLC	-	±0.0056	-
CT	122303	04_4525/S	West Putnam Avenue	Town of Greenwich	-	-	±0.0521
CT	2210	03_4544/S	Western Junior Highway	Town of Greenwich	-	-	±0.0146
CT	2710	04_4512	0 West Putnam Avenue	Town of Greenwich	-	-	±0.0435
CT	2200	09_1634	West Putnam Avenue	Alliance Energy Corp	-	-	±0.0418
CT	-	CT ROW	Hillside & Putnam Ave	State of Connecticut	-	-	±0.2411

EXHIBIT “C”
ESTATES

EXHIBIT “C”
ESTATES

1) CHANNEL IMPROVEMENT EASEMENT

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

2) ROAD EASEMENT

A perpetual non-exclusive and assignable easement and right-of-way in, on, over and across the land described in Schedule A for the location, construction, operation, maintenance, alteration replacement of a road and appurtenances thereto; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; (reserving, however, to the owners, their heirs and assigns, the right to cross over or under the right-of-way as access to their adjoining land at the locations indicated in Schedule B)¹; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

3) TEMPORARY WORK AREA EASEMENT

A temporary easement and right-of-way in, on, over and across the lands described in Schedule A, for a period not to exceed two 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 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 Byram River Connecticut and New York 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.

¹ The parenthetical clause may be deleted, where necessary; however, the use of this reservation may substantially reduce the liability of the Government through reduction of severance damages and consideration of special benefits; therefore, its deletion should be fully justified. Also, access may be restricted to designated points.

EXHIBIT "D"

BASELINE COST ESTATE FOR REAL ESTATE

BASELINE COST ESTIMATE FOR REAL ESTATE

**BYRAM RIVER BASIN FLOOD RISK MANAGEMENT STUDY
FAIRFIELD COUNTY, CONNECTICUT AND WESTCHESTER COUNTY, NEW YORK**

	TOTAL PROJECT REAL ESTATE COSTS	NON-FED	FEDERAL	TOTAL COSTS
01A	INCIDENTAL COSTS	\$259,500	\$156,000	\$415,500
01A1	Acquisition (Admin Costs)	\$157,500	\$52,500	\$210,000
01A1A	By the Non-Federal Sponsor	\$157,500		
01A1B	By Government (Govt) on behalf of NFS			
01A1C	By Govt		\$52,500	
01A2	Land Survey	\$25,500	\$12,750	\$38,250
01A2A	By NFS	\$25,500		
01A2B	By Govt on behalf of NFS			
01A2C	Review of NFS		\$12,750	
01A3	Appraisal	\$42,500	\$25,500	\$68,000
01A3A	By NFS	\$42,500		
01A3B	By Govt on behalf of NFS			
01A3C	Review of NFS		\$25,500	
01A4	Title Services & Closing	\$34,000	\$12,750	\$46,750
01A4A	By NFS	\$34,000		
01A4B	By Govt on behalf of NFS			
01A4C	Review of NFS		\$12,750	
01A5	Other Professional Services	\$0	\$0	\$0
01A5A	By NFS			
01A5B	By Govt on behalf of NFS			
01A5C	Review of NFS			
01A6	PL 91-646 Assistance	\$0	\$0	\$0
01A6A	By NFS			
01A6B	By Govt on behalf of NFS			
01A6C	Review of NFS			
01A7	Audit	\$0	\$52,500	\$52,500
01A7A	By NFS			
01A7B	By Govt		\$52,500	
	TOTAL PROJECT REAL ESTATE COSTS	NON-FEDERAL	FEDERAL	TOTAL COSTS
01B	ACQUISITION COSTS	\$687,000	\$0	\$687,000
01B1	Land Payments	\$687,000	\$0	\$687,000
01B1A	By NFS	\$687,000		
01B1B	By Govt on behalf of NFS			
01B2	Damage Payments	\$0	\$0	\$0
01B2A	By NFS			
01B2B	By Govt on behalf of NFS			
01B3	PL 91-646 Payment	\$0	\$0	\$0
01B3A	By NFS			
01B3B	By Govt on behalf of NFS			
01B4	Condemnation	\$0	\$0	\$0
01B4A	By NFS			
01B4B	By Govt on behalf of NFS			
01B5	Disposals	\$0	\$0	\$0
01B5A	By Government			
01B5B	By NFS			
01B5C	By Govt on behalf of NFS			
	Subtotal Lands & Damages (01A & 01B)	\$946,500	\$156,000	\$1,102,500
	Contingency (30%)	\$283,950	\$46,800	\$330,750
01	TOTAL LANDS & DAMAGES	\$1,230,450	\$202,800	\$1,433,250

EXHIBIT “E”

NON-FEDERAL SPONSOR CAPABILITY ASSESSMENT CHECKLIST

*A COMPLETED NON-FEDERAL SPONSOR
CAPABILITY ASSESSMENT CHECKLIST IS PENDING.*