

U.S. Army Corps of Engineers
New York District

**LEONARDO, RARITAN BAY AND SANDY HOOK BAY, NEW
JERSEY COASTAL STORM RISK MANAGEMENT
FEASIBILITY STUDY**

**APPENDIX E
REAL ESTATE PLAN**

MARCH 2015

**LEONARDO, RARITAN BAY AND SANDY HOOK BAY, NEW JERSEY COASTAL
STORM RISK MANAGEMENT FEASIBILITY STUDY**

MARCH 2015 REAL ESTATE PLAN

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1. Preamble

Project Authorization: The Flood Control Act of October 12, 1962 authorized the existing Federal project as a dual purpose Beach Erosion Control and Hurricane Protection Project in accordance with House Document No. 464, 861 Congress, second session. The current study was authorized by a resolution of the Committee on Public Works and Transportation, U.S. House of Representatives, adopted August 1, 1990.

Prior to Hurricane Sandy, the Leonardo study was close to completion, with the next milestone to be the Alternatives Formulation Briefing. The Leonardo study was included in Interim Report 2 in response to the Hurricane Sandy Disaster Relief Appropriations Act (P.L. 113-2), as a project under study to receive \$1,000,000 to complete the feasibility study. A Federal Cost Sharing Agreement amendment for \$1,000,000 to complete the feasibility study was executed on 23 August 2013.

Official Project Designation: Leonardo, Raritan Bay and Sandy Hook Bay, New Jersey, Coastal Storm Risk Management Feasibility Study (hereinafter the “Study,” or “Project”)

Project Location: The study area is located in Leonardo, the northeastern section of the Township of Middletown, in Monmouth County, New Jersey.

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"). In accordance with the provisions of WRDA 96, the cost of the project will be **65% Federal** and **35% non-Federal**.

2. Statement of Purpose

This Real Estate Plan (the “REP”) is prepared in support of the Leonardo, Raritan Bay and Sandy Hook Bay, New Jersey, Coastal Storm Risk Management Feasibility Study. This REP supersedes the June 27, 2011 REP prepared by the New York District Real Estate Division.

3. Project Purpose and Features

a. Project Purpose:

The purpose of the Project is to manage and reduce the risk of flood damages to low-lying residential and commercial structures caused by coastal storm inundation.

b. Plan of Improvement:

The Project would meet this objective through the nonstructural coastal storm risk management of up to twenty-five structures. The targeted structures are generally one to two story structures, with one structure owned by the State of New Jersey and used as office for the Leonardo State Marina. The nonstructural coastal storm risk management would consist of elevating buildings with a main floor elevation at or below +9.4 feet North American Vertical Datum of 1988 (“NAVD88”) and a ground floor elevation less than +7.9 feet NAVD88. The construction of the Project will be implemented on a voluntary basis in a single-construction phase.

The U.S. Army Corps of Engineers (USACE) utilized a community approach in formulating the coastal risk management plan. The community approach is based upon coordination with the USACE’s National Floodproofing Committee, and avoids environmental justice issues, single-owner issues, and works well with the topography of the area. Using a community approach, rather than conducting incremental justification of each individual residence, the USACE looked at the community of houses with first floors below selected elevations.

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

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 the Project. Pending receipt of further guidance, New York District offers the following tentative schedule of required LER. Upon further guidance, New York District may need to revise this REP accordingly.

The Project will require up to twenty-five individual Rights of Entry for Construction. Rights of Entry for Construction will be required of the entire lot on the up to twenty-five properties identified for nonstructural flood proofing. The twenty-five properties affected are identified in Exhibit B, “Required LER.” The Project requires Rights of Entry for Construction affecting a total of 5.29 acres of land. In addition to Rights of Entry for Construction, Temporary Work Area Easements may be required. The need for Temporary Work Easements will be determined during the Plans and Specifications phase.

I. LER Summary:

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	
• Rights of Entry for Construction	5.29	0	24	1	23	1	0
Total:	<u>5.29</u>	0	24	1	23	1	0

d. Appraisal Information: The only real estate this Project contemplates for acquisition is twenty-five Rights of Entry for Construction. Per USACE regulation, Rights of Entry for Construction have no market value and therefore no appraisal is required.

4. LER Owned by the Non-Federal Partner

The non-Federal Project Partner owns one parcel potentially required for the construction of the Project. Structure ID No. 161 is part of a marina owned and operated by the State of New Jersey, Department of Environmental Protection. This structure is currently operated as marina offices and storage.

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 to the west of the project area in Laurence Harbor, Keansburg, North Middletown and Port Monmouth. Studies for other potential Federal projects to the east and west of the project area along the coast of Raritan and Sandy Hook Bays and are still ongoing in Highlands, Union Beach, and Keyport.

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

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:

<u>Incidental Costs</u>	<u>Cost</u>	<u>Total</u>
Non-Federal-----	\$85,000	
Federal-----	\$17,500	
Subtotal:	\$102,500	\$102,500
<u>Acquisition Costs (temporary relocations only)</u>		
Non-Federal-----	\$442,611	
Federal-----	\$0	
Subtotal:	\$442,611	\$545,111
20 % Contingency (less Land Payments)-----		\$109,022
Total Lands and Damages-----		<u>\$654,133</u>

12. Public Law 91-646, Uniform Relocation Assistance

For persons temporarily displaced by the Project, two basic types of financial relocation assistance payments will be provided to residential occupants: 1) a comparable housing payment; and 2) a moving expense payment. These costs are intended to compensate a displaced person for the additional costs he/she will incur in securing comparable replacement housing. This Report estimates persons affected by the project will be displaced for up to two months.

1) *Comparable Housing Payment:* This includes the sum of the amounts by which the cost of a temporary comparable dwelling exceeds the out of pocket cost of the displacement dwelling (commonly referred to as price differential payments), per diem and laundry service as temporary accommodations generally do not include required facilities, and the reasonable expenses incidental to the temporary comparable dwelling (commonly referred to as incidental expenses). The comparable housing payment was determined by assuming a displaced person has owned and occupied his/her dwelling for at least one hundred and eighty days (180) days prior to initiation of negotiations (i.e. the date a written offer was made to

acquire the property). Currently, by Federal law the sum of total of payments are not to exceed \$22,500, unless under housing of last resort. Comparable replacement dwellings are expected to be available in Monmouth County and surrounding areas, therefore, housing of last resort is not anticipated.

Based on an average New Jersey household size of 2.68 persons from the 2010 United States Census, comparable housing payments are estimated at \$17,000 per household.

2) *Moving Expense Payment*: The 2012 Fixed Residential Moving Cost Schedule approved by the Federal Highway Administration does not apply to this Project as the relocations are temporary not permanent. An estimated figure of \$1,000 is used to account for the displaced person(s)' move into and out of a temporary comparable dwelling. In certain slab foundation dwellings, removal of all personal property may be required prior to elevation. In this event, the Corps construction contractor will be responsible for moving and storing personal property.

The comparable housing payment combined with the moving expense payment yields an estimated temporary relocation cost of \$17,000 per household. The total estimated relocation assistance benefits paid in support of the Project are approximately **\$443,000**.

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. They have successfully acquired the real estate for the Elberon to Loch Arbour reach of the Atlantic Coast of New Jersey, Sandy Hook to Barnegat Inlet, Section I Beach Erosion Control Project.

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

Milestone

Date

Project Partnership Agreement Execution----- January 2016

Project Partner's Notice to Proceed with Acquisition-----	January 2016
Authorization for Entry for Construction-----	April 2016
Certification of Real Estate-----	May 2016
Ready to Advertise for Construction-----	May 2016

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.

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

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

22. Point of Contacts

The points of contact for this real estate plan is the Real Estate Project Delivery Team member Realty Specialist Robert A. Vohden at (917) 790 8093 (email: Robert.A.Vohden@usace.army.mil) or the undersigned 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.

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

EXHIBIT "A"

REAL ESTATE MAPS

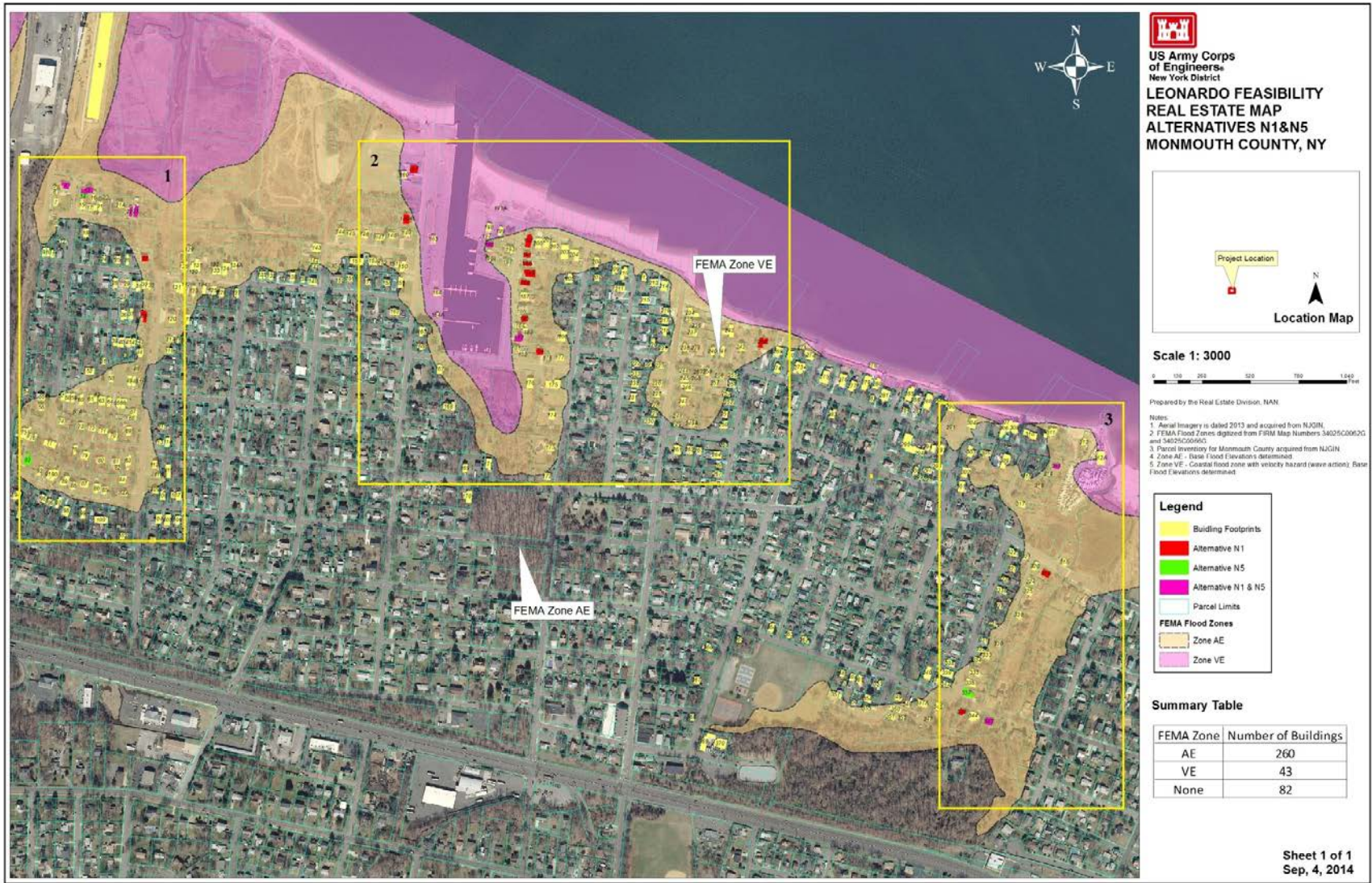


Figure 1: Leonardo TSP overview of structures



Figure 2: Leonardo TSP structures - Group 1

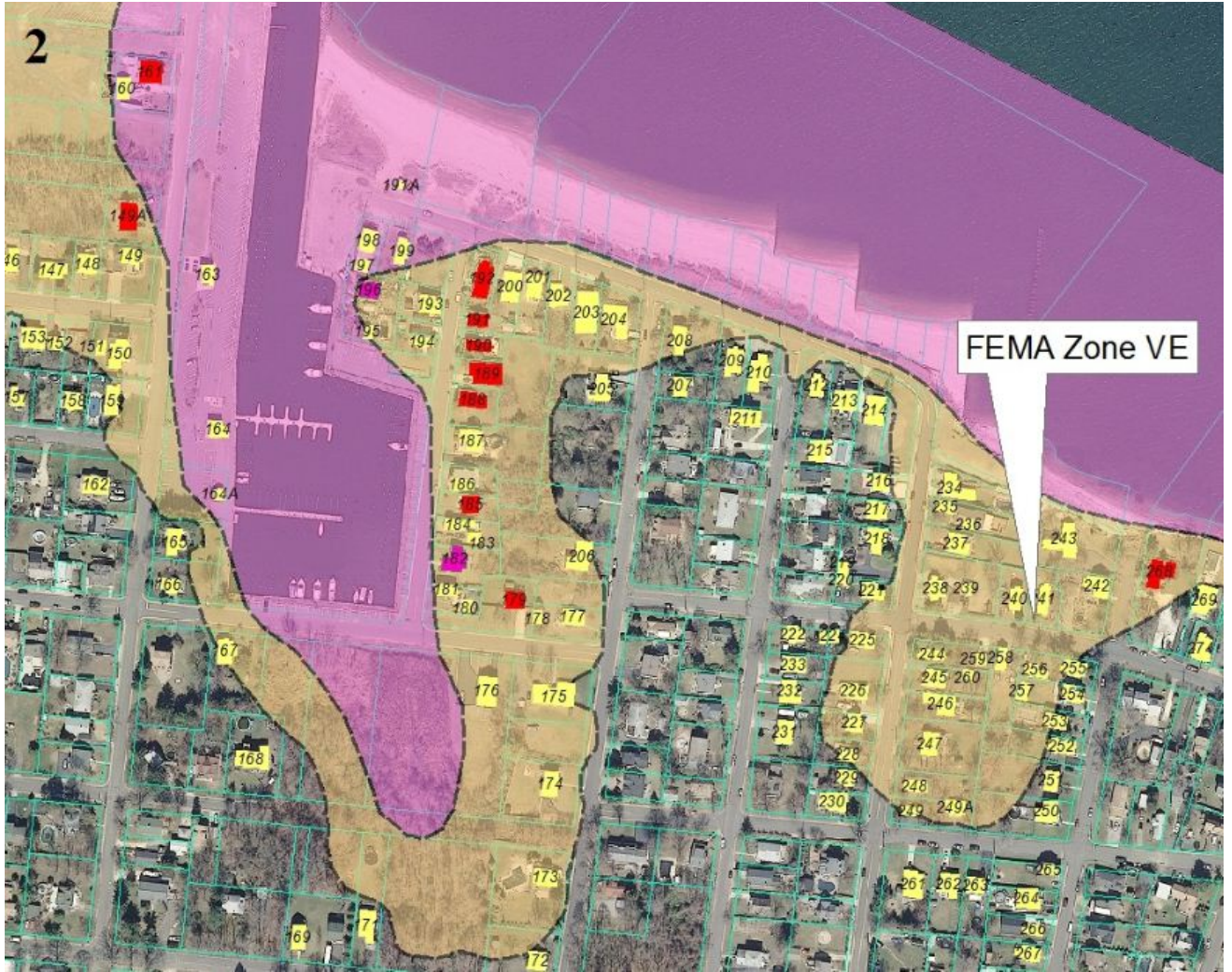


Figure 3: Leonardo TSP structures - Group 2

D



Figure 4: Leonardo TSP structures - Group 3

EXHIBIT "B"
REQUIRED LER

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**LEONARDO, RARITAN BAY AND SANDY HOOK BAY, NEW JERSEY
COASTAL STORM RISK MANAGEMENT FEASIBILITY STUDY
REQUIRED LER**

No.	Structure ID	Ownership Priv. or Gov .	Lot Size (sq. ft.)	Lot Size (acres)	Estate Required	Acreage Required
1	4	Private	7501	0.17	Right of Entry for Construction	0.17
2	13	Private	7501	0.17	Right of Entry for Construction	0.17
3	14	Private	7501	0.17	Right of Entry for Construction	0.17
4	22	Private	4800	0.11	Right of Entry for Construction	0.11
5	23	Private	12632	0.29	Right of Entry for Construction	0.29
6	27	Private	8398	0.19	Right of Entry for Construction	0.19
7	38	Private	12632	0.29	Right of Entry for Construction	0.29
8	93	Private	6250	0.14	Right of Entry for Construction	0.14
9	149.1	Private	10001	0.23	Right of Entry for Construction	0.23
10	161	Public	10001	0.23	Right of Entry for Construction	0.23
11	179	Private	10000	0.23	Right of Entry for Construction	0.23
12	182	Private	8775	0.20	Right of Entry for Construction	0.20
13	185	Private	5301	0.12	Right of Entry for Construction	0.12
14	188	Private	6525	0.15	Right of Entry for Construction	0.15
15	189	Private	9100	0.21	Right of Entry for Construction	0.21
16	190	Private	4500	0.10	Right of Entry for Construction	0.10
17	191	Private	4284	0.10	Right of Entry for Construction	0.10
18	192	Private	5290	0.12	Right of Entry for Construction	0.12
19	196	Private	12632	0.29	Right of Entry for Construction	0.29
20	268	Private	30056	0.69	Right of Entry for Construction	0.69
21	313	Private	10001	0.23	Right of Entry for Construction	0.23
22	319	Private	9660	0.22	Right of Entry for Construction	0.22
23	337	Private	6251	0.14	Right of Entry for Construction	0.14
24	343	Private	8736	0.20	Right of Entry for Construction	0.20
25	345	Private	12197	0.28	Right of Entry for Construction	0.28
TOTAL:						5.29

EXHIBIT "C"
STANDARD ESTATES

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Right-Of-Entry for Construction, ENG FORM 2803

DEPARTMENT OF THE ARMY
RIGHT-OF-ENTRY FOR CONSTRUCTION
For use of this form, see ER 405-1-12; the proponent agency is CERE-P.

(Project, Installation or Activity)

(Tract Number or Other Property Identification)

The undersigned, hereinafter called the "Owner," in consideration of the total compensation to be paid by the UNITED STATES OF AMERICA, hereinafter called the "Government," for all land or easement rights hereinafter described, to be determined by subsequent agreement between the Owner and the Government, or by judicial proceedings, hereby grants to the Government, a permit or right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable right to enter upon the lands hereinafter described at any time within a period of _____ (_____) months from the date of this instrument, in order to erect buildings or any other type of improvements and to perform construction work of any nature.
2. This permit includes the right of ingress and egress on other lands of the Owner not described below, provided that such ingress and egress is necessary and not otherwise conveniently available to the Government.
3. All tools, equipment, buildings, improvements, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this permit or right-of-entry.
4. The Government shall have the right to patrol and police the lands hereinafter described during the period of this permit or right-of-entry.
5. If aircraft flights over said lands, or entry upon the land by means of helicopter or other type aircraft, are necessary, the Government shall inform the Owner, in advance, of each such flight or entry.
6. In the event that the Government does not acquire title or other necessary interest in said land prior to the expiration of this permit or right-of-entry, or other renewal thereof, the parties agree that, if any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein. If the Government does acquire such title or other necessary interest, damages would be limited to the decrease in the fair market value of the owner's remainder caused by such damage.

The land affected by this permit or right-of-entry is located in the County of _____, State of _____, and is described as follows:

WITNESS MY HAND AND SEAL this _____ day of _____, _____

WITNESS:

(SEAL)

(SEAL)

UNITED STATES OF AMERICA
By _____
(Title)

Temporary Work Area Easement, (Standard Estate No. 15)

A temporary easement and right-of-way in, on, over and across (the land described in Schedule A) (Tracts Nos. _____, _____ and _____), for a period not to exceed three 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 Leonardo, Raritan Bay and Sandy Hook Bay, New Jersey Coastal Storm Risk Management Feasibility Study, 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.

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EXHIBIT “D”

BASELINE COST ESTIMATE FOR REAL ESTATE

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	TOTAL PROJECT REAL ESTATE COSTS (100% Federal)	Non-Federal	Federal	Project Cost
	RARITAN BAY AND SANDY HOOK BAY, LEONARDO			
	Cost Summary:			
	Incidental Costs (01A)	\$85,000	\$17,500	\$102,500
	Real Estate Acquisition Costs (01B)	\$442,611	\$0	\$442,611
	Subtotal:	\$527,611	\$17,500	\$545,111
	20% Contingency, Less Land Payments (01B1)	\$105,522	\$3,500	\$109,022
01	LANDS AND DAMAGES	\$633,133	\$21,000	<u>\$654,133</u>
01A	INCIDENTAL COSTS	\$85,000	\$17,500	\$102,500
01A1	Acquisition (Admin Costs)	\$25,000	\$10,000	\$35,000
01A1A	By Government (Gov't)		\$10,000	
01A1B	By Non-Federal Sponsor (NFS)	\$25,000		
01A1C	By Gov't on behalf of NFS			
01A2	Survey	\$12,500	\$1,250	\$13,750
01A2A	By Gov't (In-house)			
01A2B	By Gov't (Contract)			
01A2C	By NFS	\$12,500		
01A2D	By Gov't on behalf of NFS			
01A2E	Review of NFS		\$1,250	
01A3	Appraisal	\$0	\$0	\$0
01A3A	By Gov't (In-house)			
01A3B	By Gov't (Contract)			
01A3C	By NFS			
01A3D	By Gov't on behalf of NFS			
01A3E	Review of NFS			
01A4	Title Services	\$12,500	\$1,250	\$13,750
01A4A	By Gov't (Contract)			
01A4B	By NFS	\$12,500		
01A4C	By Gov't on behalf of NFS			
01A4D	Review of NFS		\$1,250	
01A5	Other Professional Services (HTRW Phase 1)	\$30,000	\$2,500	\$32,500
01A5A	By the Gov't			
01A5B	By the NFS	\$30,000		
01A5C	By Gov't on behalf of NFS			
01A5D	Review of NFS		\$2,500	
01A6	Closing Cost (4% of Land Payments-01C1)	\$0	\$0	\$0

01A6A	By Gov't			
01A6B	By NFS			
01A6C	By Gov't on behalf of NFS			
01A7	PL 91-646 Assistance	\$0	\$0	\$0
01A7A	By Government			
01A7B	By NFS			
01A7C	By Gov't on behalf of NFS			
01A7D	Review of NFS			
01A8	Audit	\$5,000	\$5,000	\$10,000
01A8A	By Gov't		\$5,000	
01A9B	By NFS	\$5,000		
01B	REAL ESTATE ACQUISITION COSTS	\$442,611	\$0	\$442,611
01B1	Land Payments	\$0	\$0	
01B1A	By Government			
01B1B	By NFS			
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	\$442,611	\$0	
01B3A	By Government			
01B3B	By NFS	\$442,611		
01B3C	By Gov't on behalf of NFS			
01B4	Condemnation	\$0	\$0	
01B4A	By NFS			
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			

EXHIBIT "E"

NON-FEDERAL SPONSOR CAPABILITY ASSESSMENT CHECKLIST

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

**LEONARDO, RARITAN BAY AND SANDY HOOK BAY, 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