

**Shrewsbury River Basin, Sea Bright, New Jersey
Coastal Storm Risk Management Feasibility Study
Draft Integrated Feasibility Report & Environmental Assessment**

Appendix D: Real Estate

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Appendix D: Real Estate

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1. Preamble

Project Authorization: The current Shrewsbury River Basin, New Jersey Coastal Storm Risk Management feasibility study (Study) was authorized by a resolution of the U.S. House of Representatives Resolution dated May 7, 1997. Prior to Hurricane Sandy, the Study was close to completion, with the next milestone to be the Alternatives Formulation Briefing. The 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 for completion. A Federal Cost Sharing Agreement amendment for \$1,000,000 to complete the feasibility study was executed on August 5, 2013.

Official Project Designation: Shrewsbury River Basin, New Jersey Coastal Storm Risk Management Feasibility Study

Project Location: The study area is located in downtown Sea Bright, Borough of Sea Bright, 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 the Water Resources Development Act (WRDA) of 1996, the cost of the project will be 65 percent Federal and 35 percent non-Federal.

2. Statement of Purpose

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

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 34 structures. The targeted structures are generally one to two story structures, most being residential. The nonstructural coastal storm risk management action would consist of elevating all buildings within the 4 percent floodplain, as determined by ground elevation and all structures with a main floor elevation at or below +6.0 feet North American Vertical Datum of 1988 (NAVD88). The construction of the Project will be implemented on a voluntary basis in a single-construction phase.

The 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.

The Project Partner will be responsible for implementing the Project. Nonstructural floodproofing measures will be offered to owners of eligible structures on a voluntary basis. Eligible structures will, in addition, have to meet the following criteria:

- Owner is willing to participate in the nonstructural program and execute a Floodproofing Agreement containing a restrictive covenant limiting development of the property below the determined elevation.
- Structure is safe, decent and sanitary condition
- Owner possesses clear title to the property
- Structure and appurtenant land is not contaminated with hazardous, toxic or radioactive waste or materials
- Owner does not owe taxes or other debts to any state or local government entity or to the Federal Government
- Owner has not previously received any disaster assistance for the elevation of the structure
- Property owner is willing to expend costs that may be necessary in connection with the elevation of the structure which are not eligible costs covered by the program (i.e. temporary housing during construction)

Structures categorized within the voluntary program will be elevated or flood proofed only with the owner’s consent. Where owners are willing to participate, but structures do not meet the

program criteria, if cure is possible, owners will be afforded the opportunity to cure any defect in the structure, otherwise applications for ineligible structures will be denied.

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

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

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

Currently, the USACE New York District (CENAN) 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, CENAN may need to revise this REP accordingly.

The Project will require up to 34 individual Rights of Entry (“ROE”) and up to 34 Floodproofing Agreements. The 34 potential properties are identified in Exhibit B, “Required LER,” and occupy 0.83 acres of land. ROEs will be required for the entire lot on the up to 34 properties identified for nonstructural flood proofing. The ROEs will serve to allow the Project Partner to enter into the property and investigate to ensure the property meets the eligibility criteria identified in section 3(b) above. This includes verifying the structure is in decent, safe and sanitary condition, and a Phase 1 HTRW investigation. In addition to Rights of Entry, the Project requires Floodproofing Agreements executed between property owner and Project Partner. The Floodproofing Agreement will provide the mechanism for the floodproofing work to occur, as well as a restrictive covenant limiting development on the property below a determined elevation. Lastly, the Project may implement an additional non-structural feature known as a Deployable Ringwall, which if implemented, will require the Project Partner to obtain an access agreement from the Boro that will allow the temporary non-structural ringwalls to be deployed on Boro owned property. The access agreement will need to be included in the Operations and Maintenance Manual and will run with the life of the project.

I. LER Summary:

The following chart summarizes the required LER for the Project:

Required Interest	Required Acres	Number of Parcels	Number of Owners	Acquisition Cost
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		Acres Below the MHWM	Private	Public	Private	Public	
• Right of Entry and Floodproofing Agreement	0.83	0	34	0	34	0	0
Total:	<u>0.83</u>	0	34	0	34	0	0

d. Appraisal Information: This Project contemplates acquisition of up to 34 Rights of Entry and up to 34 Floodproofing Agreements. As the Project is voluntary in nature and no actual permanent interest on the property will be acquired, the ROEs and Floodproofing Agreements have no market value and no appraisal is required.

4. LER Owned by the Non-Federal Partner

The non-Federal Project Partner owns no parcels potentially required for the construction of the Project.

5. Non-Standard Estates

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

6. Existing Federal Projects

There are no existing Federal projects that lie either fully or partially within the LER required for the Project. However, there are existing Federal projects to the east along the Atlantic Ocean (Sandy Hook to Barnegat shore protection project); and to the west 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 Leonardo, 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:

<u>SUMMARY OF ESTIMATED REAL ESTATE COSTS:</u>		
<u>01 ACCOUNT LANDS AND DAMAGES (NON FED)</u>	<u>Cost</u>	<u>Total</u>
Non-Federal Admin. -----	\$440,900	
Non-Federal Lands-----	<u>\$0</u>	
Subtotal:		\$440,900
20% Contingency	\$96,680	
01 ACCOUNT TOTAL		<u>\$529,080</u>
<u>30 ACCOUNT – PROJECT MANAGEMENT COSTS (FED)</u>		
Federal Admin -----	\$41,250	
Subtotal:		<u>\$41,250</u>
20% Contingency	\$8,250	
30 ACCOUNT TOTAL		<u>\$49,500</u>
TOTAL ESTIMATED REAL ESTATE PROJECT COST		<u>\$578,580</u>

12. Public Law 91-646, Uniform Relocation Assistance

Property owners and occupants of eligible residential structures who willingly participate in the residential elevation program are not considered displaced persons (in accordance with 49 CFR Part 24), and therefore are not entitled to receive relocation assistance benefits. However, displaced tenants of eligible residential structures to be elevated, may be eligible for temporary relocation assistance benefits in accordance with Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs of 1970 (49 CFR 24.101(a)(2) for additional detail. Eligible tenants that temporarily relocate would be reimbursed for the cost of temporary alternate housing, meals and incidentals (such as laundry services), and the fees for disconnection and connection of utilities at the temporary residence. Alternate housing could be hotels or apartments, depending upon availability in the community. All temporary housing costs would need to be approved in advance by the Non Federal Sponsor. Hotel costs, and meals and incidental expenses would be reimbursed based on the applicable General Services Administration per diem rates. Apartment costs would be based on market rents.

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

- The U.S. Census Bureau estimates the home ownership rate in Monmouth County at 75.2%. Based on this assumption, 9 of 35 residential structures will be occupied by tenants. The other 2 structures are commercial, and thus have no residential tenants.
- The U.S. Census Bureau estimates the average household size in New Jersey at 2.68 individuals.

- General Services Administration per diem housing rate of \$103.00 per day, and long term meals and incidental expenses per diem rate of \$42.00 per day
- Total estimated moving expenses of \$1,000 per displaced household

The estimated temporary relocation benefits combined with the estimated moving expense payment yields an estimated temporary relocation cost of approximately \$21,400 per displaced tenant household. The total estimated relocation assistance benefits paid in support of the Project including 20 percent contingency are approximately **\$128,400**.

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

<u>Milestone</u>	<u>Date</u>
Project Partnership Agreement Execution	September 2018
Project Partner’s Notice to Proceed with Acquisition	September 2018
Authorization for Entry for Construction	January 2019
Certification of Real Estate	February 2019
Ready to Advertise for Construction	February 2019

17. Facility / Utility Relocations

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

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

There are no known contaminants or HTRW issues associated with the LER required for the Project; however, the Project Partner will conduct Phase 1 environmental assessments all

potential structures to verify the absence of asbestos, lead paint, or other such contaminants posing a health hazard. Presence of such contaminants will render a structure ineligible for floodproofing.

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 Supervisory Realty Specialist Erica Labeste at (917) 790 8461 (email: Erica.A.Labeste@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 MAP

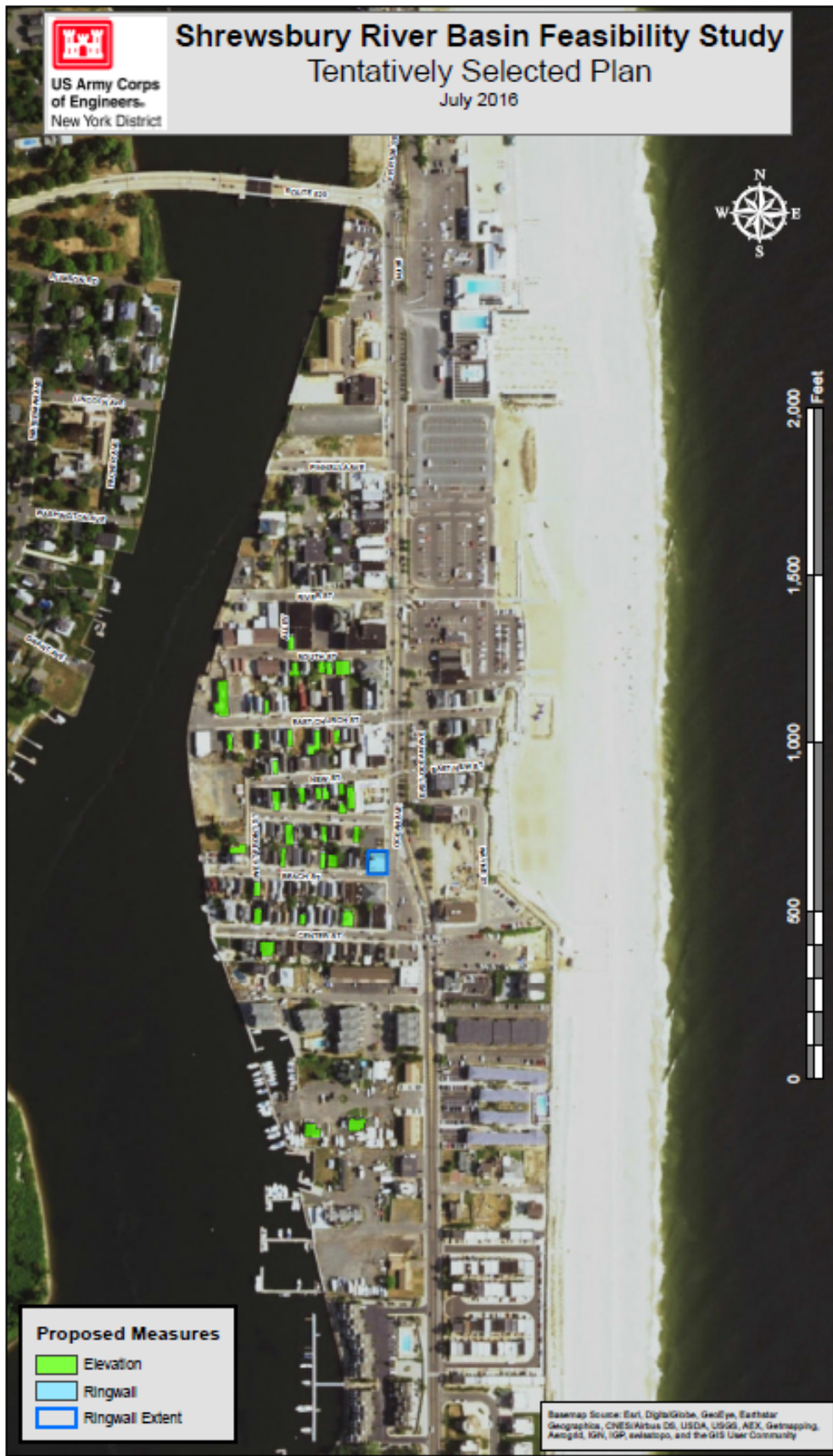


Figure D-1: TSP overview of structures.

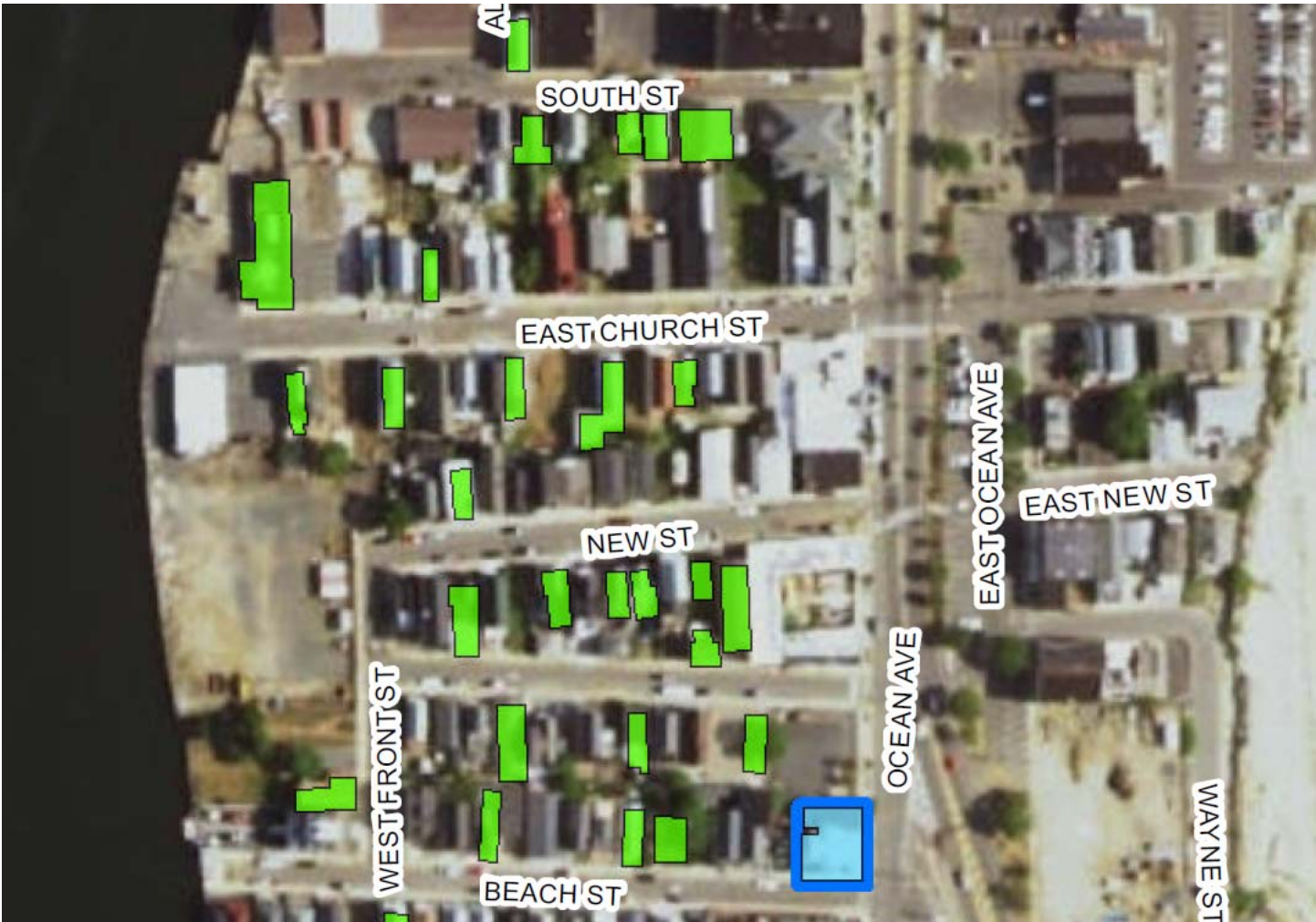


Figure D-2: TSP structures - Group 1.

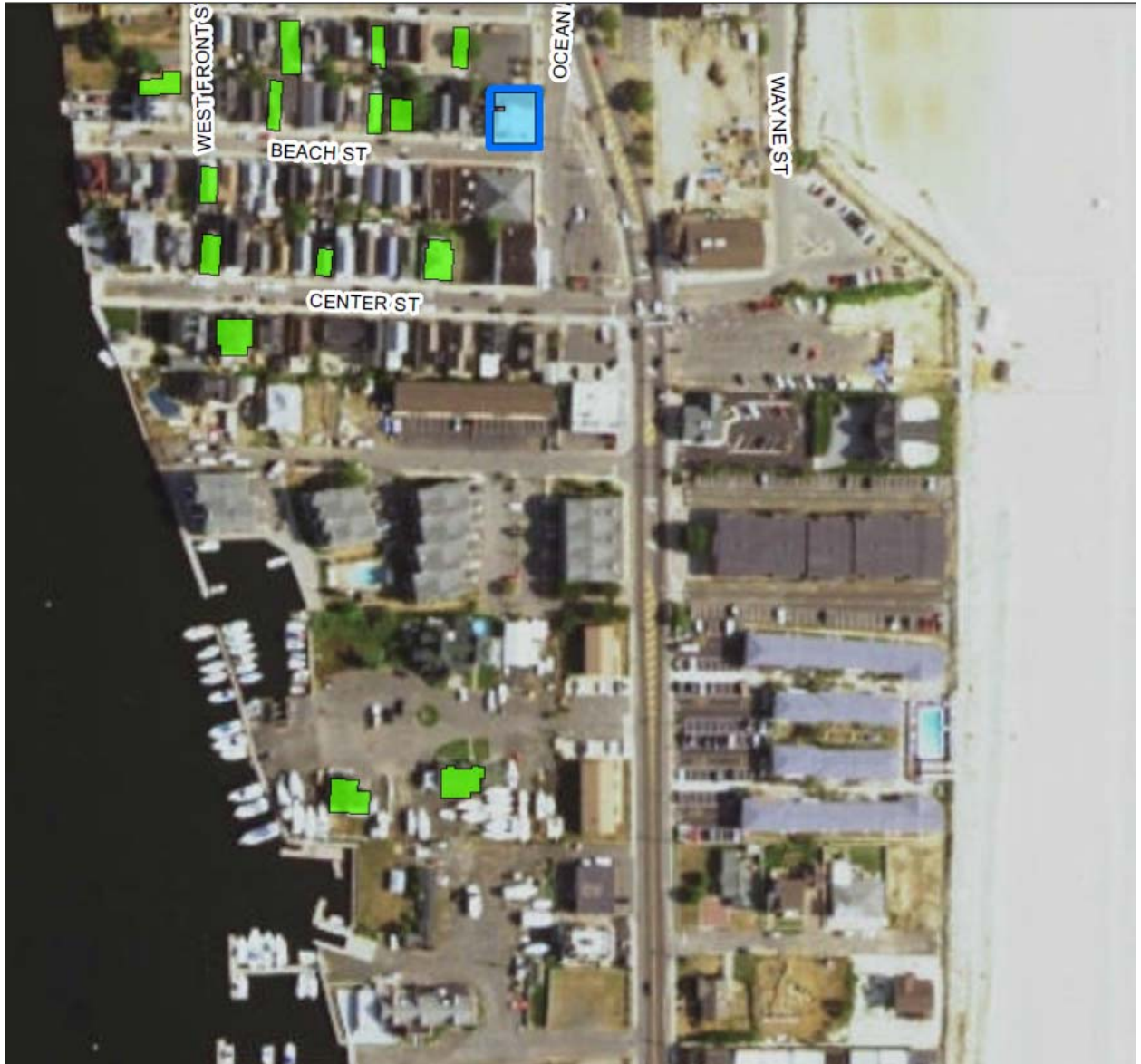


Figure D-3: TSP structures - Group 2.

EXHIBIT "B"
REQUIRED LER

**SHREWSBURY RIVER BASIN, SEA BRIGHT, NEW JERSEY
COASTAL STORM RISK MANAGEMENT FEASIBILITY STUDY
REQUIRED LER**

24. No.	25. Structure ID	26. Ownership Priv. or Gov .	27. Lot Size (sq. ft.)	28. Lot Size (acres)	29. Estate Required	30. Acreage Required
1	22	Private	763	0.02	ROE and Floodproofing Agreement	0.02
2	28.03	Private	948	0.02	ROE and Floodproofing Agreement	0.02
3	30	Private	661	0.02	ROE and Floodproofing Agreement	0.02
4	31	Private	742	0.02	ROE and Floodproofing Agreement	0.02
5	32	Private	1835	0.04	ROE and Floodproofing Agreement	0.04
6	41	Private	586	0.01	ROE and Floodproofing Agreement	0.01
7	44	Private	3621	0.08	ROE and Floodproofing Agreement	0.08
8	46.01	Private	755	0.02	ROE and Floodproofing Agreement	0.02
9	47	Private	839	0.02	ROE and Floodproofing Agreement	0.02
10	51	Public	796	0.02	ROE and Floodproofing Agreement	0.02
11	53	Private	1620	0.04	ROE and Floodproofing Agreement	0.04
12	56	Private	663	0.02	ROE and Floodproofing Agreement	0.02
13	66	Private	644	0.01	ROE and Floodproofing Agreement	0.01
14	70	Private	1251	0.03	ROE and Floodproofing Agreement	0.03
15	72	Private	930	0.02	ROE and Floodproofing Agreement	0.02
16	74	Private	661	0.02	ROE and Floodproofing Agreement	0.02
17	75	Private	713	0.02	ROE and Floodproofing Agreement	0.02
18	77	Private	549	0.01	ROE and Floodproofing Agreement	0.01
19	78	Private	1556	0.04	ROE and Floodproofing Agreement	0.04
20	80	Private	651	0.01	ROE and Floodproofing Agreement	0.01
21	81	Private	858	0.02	ROE and Floodproofing Agreement	0.02
22	84	Private	740	0.02	ROE and Floodproofing Agreement	0.02
23	86	Private	1443	0.03	ROE and Floodproofing Agreement	0.03
24	90	Private	1109	0.03	ROE and Floodproofing Agreement	0.03
25	93	Private	892	0.02	ROE and Floodproofing Agreement	0.02
26	97	Private	759	0.02	ROE and Floodproofing Agreement	0.02

27	98	Private	976	0.02	ROE and Floodproofing Agreement	0.02
28	106	Private	851	0.02	ROE and Floodproofing Agreement	0.02
29	117	Private	1510	0.03	ROE and Floodproofing Agreement	0.03
30	122	Private	588	0.01	ROE and Floodproofing Agreement	0.01
31	127	Private	1017	0.02	ROE and Floodproofing Agreement	0.02
32	132	Private	1717	0.04	ROE and Floodproofing Agreement	0.04
33	156	Private	1665	0.04	ROE and Floodproofing Agreement	0.04
34	157	Private	1630	0.04	ROE and Floodproofing Agreement	0.04
TOTAL:			47104	0.83		0.83

EXHIBIT "C"
STANDARD ESTATES
AND
SAMPLE FLOODPROOFING AGREEMENT

RIGHT OF ENTRY FOR SURVEY AND EXPLORATION
(Standard Estate No. 20)

An assignable easement, in, on, over and across the land described in Exhibit "A" for a period of () months beginning with the date possession of the land is granted to the United States, consisting of the right of the United States, its representative, agents, contractors and assigns to enter upon said land to survey, stake out, appraise, make borings; and conduct tests and other exploratory work necessary to the design of a public works project; together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles as required in connection with said work; subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the landowner(s), their heirs, executors, administrators, successors and assigns, all such right, title, interest and privilege as may be used and enjoyed without interfering with or abridging the rights and easement hereby acquired.

Sample Floodproofing Agreement

TRACT NO. [TRACT]
SHREWSBURY RIVER BASIN, NEW JERSEY
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 New Jersey Department of Environmental Project (hereinafter sometimes referred to as the "NJDEP"), NJDEP has undertaken the implementation of the Shrewsbury River Basin 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 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 Monmouth 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 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 _____, [YEAR], by [OWNER NAME] and [OWNER NAME].

NOTARY PUBLIC

My Commission Expires:

ACCEPTED:

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
[TITLE]

DATE

ACKNOWLEDGEMENT

STATE OF NEW JERSEY

COUNTY OF MONMOUTH

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	Non-Federal	Federal	Project Cost
	Lands and Damages Cost Summary:			
	Incidental Costs (01A)	\$440,900	\$0	\$440,900
	Real Estate Acquisition Costs (01B)	\$0	\$0	\$0
	20% Contingency, Less Land Payments (01B1)	\$88,180	\$0	\$88,180
01	LANDS AND DAMAGES TOTAL	\$529,080	\$0	<u>\$529,080</u>
	Federal Project Management Cost Summary			
	Federal Project Management Costs (30)	\$0	\$41,250	\$41,250
	20% Contingency, Less Land Payments (30)	\$0	\$8,250	\$8,250
30	PROJECT MANAGEMENT TOTAL		\$49,500	<u>\$49,500</u>
01A	INCIDENTAL COSTS	\$440,900	\$41,250	\$482,150
01A1	Acquisition (Admin Costs)	\$220,000	\$25,000	\$245,000
01A1A	By Government (Gov't)		\$10,000	
01A1B	By Non-Federal Sponsor (NFS)	\$220,000		
01A1C	By Gov't on behalf of NFS			
01A2	Survey	\$11,000	\$1,250	\$12,250
01A2A	By Gov't (In-house)			
01A2B	By Gov't (Contract)			
01A2C	By NFS	\$11,000		
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	\$55,000	\$2,500	\$57,500
01A4A	By Gov't (Contract)			
01A4B	By NFS	\$55,000		
01A4C	By Gov't on behalf of NFS			
01A4D	Review of NFS		\$2,500	

01A5	Other Professional Services	\$26,400	\$2,500	\$28,900
01A5A	By the Gov't			
01A5B	By the NFS	\$26,400		
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	\$128,500	\$0	\$128,500
01A7A	By Government			
01A7B	By NFS	\$128,500		
01A7C	By Gov't on behalf of NFS			
01A7D	Review of NFS			
01A8	Audit	\$0	\$10,000	\$10,000
01A8A	By Gov't		\$10,000	
01A9B	By NFS			
01B	REAL ESTATE ACQUISITION COSTS	\$0	\$0	\$0
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	\$0	\$0	
01B3A	By Government			
01B3B	By NFS			
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

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

**SHREWSBURY RIVER 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