

U.S. Army Corps of Engineers  
New York District

---

# **MONTAUK POINT, NEW YORK HURRICANE AND STORM DAMAGE REDUCTION PROJECT**

## **APPENDIX 5 REAL ESTATE PLAN**

**September 2016**

**MONTAUK POINT, NEW YORK  
HURRICANE AND STORM DAMAGE REDUCTION PROJECT  
SEPTEMBER 2016 REAL ESTATE PLAN**

**Table of Contents**

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

**Exhibits**

Exhibit “A”- Real Estate Map

Exhibit “B”- Standard Estates

Exhibit “C”- Baseline Cost Estimate for Real Estate

Exhibit “D”- Non-Federal Sponsor Capability Assessment Checklist

Exhibit “E”- Montauk Historical Society Deed



## 1. Preamble

a. Project Authorization: The Montauk Point, New York Hurricane and Storm Damage Reduction Project (the “Project”) feasibility study was conducted under the authority of a resolution adopted by the Committee on Environment and Public Works of the U.S. Senate on 15 May 1991. A second resolution, also dated 15 May 1991, authorized the study of interim emergency protection works until a comprehensive project was formulated, designed, and constructed. The Project was recommended by the Chief of Engineers and provided to Congress on 31 March 2006. It was later authorized under the Water Resource Development Act of 2007.

The Project was further amended through the Disaster Relief Appropriations Act of 2013, Public Law 113-2, enacted on 29 January 2013 (hereinafter “P.L. 113-2”), which authorized the Secretary of the Army, using funds provided in P.L. 113-2, to complete construction of certain authorized but unconstructed projects, which includes the construction of components to the Project. The Project will be cost-shared 65% - 35% with the non-Federal Sponsor utilizing funds provided in P.L. 113-2.

Policy Exemption for Private Non-Profit Land Owner: The Montauk Historical Society (MHS) is a private, non-profit (501(c)(3)) educational institution that is not part of any state or local government or agency thereof. MHS is responsible for preserving the historic Montauk Point Lighthouse Complex (the “Lighthouse”) and owns the underlying land in fee. MHS obtained the land by Quitclaim Deed dated 18 September 1998 from the United States of America, when custody and accountability of the Lighthouse was held by the United States Coast Guard (USCG). Said deed has several covenants and restrictions governing the property (See Exhibit “E”, MHS Deed). This land is currently held open for use by the general public.

In accordance with ER 1165-2-130, *Water Resources Policies and Authorities – Federal Participation in Shore Protection*, 15 Jun 89 and ER 1165-2-123, *Water Resources Policies and Authorities – Single Owner Situations*, 30 Oct 92, the U.S. Army Corps of Engineers (the “Corps”) does not recommend a Federal interest in projects that protect only one private property owner, regardless if the private owner is a profit or non-profit entity. However, although MHS is clearly a single non-profit private landowner, MHS must, by deed restriction and state charter, act as a public entity similar to agencies of state and local governments. MHS must: 1) accomplish a public education mission to stay in operation; 2) follow Federal National Historic Preservation requirements for maintenance work; and 3) maintain membership, enjoyment of the benefits of the facility, and educational programs open to the public with no restriction (for a fee). Due to the foregoing, a waiver to the single landowner policy from the Assistant Secretary of the Army (Civil Works) was granted on 29 June 2005; thus, allowing the completion of the feasibility study.

b. Official Project Designation: The official name of this project is the “Montauk Point, New York Hurricane and Storm Damage Reduction Project” (the “Project”).

c. Project Location: The Project is situated in the Village of Montauk, in the Town of East Hampton, Suffolk County, New York. It is bounded by the Atlantic Ocean and Block Island Sound at the easternmost end of the southern fork of Long Island. The Project location includes the historic Montauk Point Lighthouse Complex, which is situated on top of a bluff.



d. Non-Federal Sponsor: The non-Federal Sponsor for the Project is the State of New York (“Sponsor” or “State”). If approved, the Project will be cost-shared 65% Federal – 35% Non-Federal.

## **2. Statement of Purpose**

The purpose of this Real Estate Plan (REP) is to provide an updated overview of the real estate requirements for the Project. This report supersedes the Project’s October 2005 REP and is an attachment to the Hurricane Sandy Limited Reevaluation Report (HSLRR), which is an update to the February 2005 Feasibility Report.

## **3. Project Purpose and Features**

a. Project Purpose: The purpose of the Project is to provide hurricane and storm damage reduction to a bluff to protect the stability of the Lighthouse. Existing shore protection measures, including a previously constructed revetment in the 1940s and several other reconstruction and repair efforts through the years thereafter, were not designed to withstand significant storm events over a substantial duration. Repeated storm effects will continue to cause erosion at the ends of the structure, and the eventual compromise of the revetment currently in place is expected to fail in the foreseeable future. The eventual loss of the Lighthouse and its adjacent structures will occur if no corrective action is taken.

In August 2013, a post-Hurricane Sandy assessment of the revetment at Montauk Point concluded the existing structure is showing signs of degradation. Degradation of the revetment will continue and possibly accelerate in the future without the construction of the Project.

b. Plan of Improvement: The recommended plan is for a long-term comprehensive project with a 73-year storm design for hurricane and storm damage reduction, consisting of the following improvements:

- 840 feet stone revetment, with a crest of 40-feet at elevation +25 feet NGCD, and 1V:2H side slopes to be built over the existing revetment. Poor quality and undersized stones would be removed.
- Two layers of 15-ton quarry stone armor units extending from the crest down to the embedded toe.
- Splash apron consisting of 1-2 ton armor units.
- Bottom of the armor stone layer in the toe would be located at a depth of 2-3 feet below grade.
- Toe “bench” of 10 feet NAVD 88, 12 feet wide at finish.

c. Required Land, Easements, and Rights-of-Way (LER): Approximately 4.56 acres of land is required for the construction, operation, and maintenance of the Project, impacting eight parcels (seven publicly-owned and 1 privately-owned). The Project requires the following:



<u>Easement Type</u>	<u>Total Acres</u>
Permanent Easements.....	1.96 acres
Temporary Easements.....	2.60 acres
<b>Total Acres:</b>	<b>4.56 acres</b>

I. *Temporary Work Area Easement (Standard Estate No. 15)* - A Temporary Work Area Easement, for a two-year duration, is required over approximately 2.60 acres of land for staging purposes. There are two staging areas located adjacent to each side of the revetment. Approximately 0.614 of an acre is required for a staging area located north of the revetment ("Staging Area #1"), which is partially owned by NYS and MHS. Approximately 1.983 acres is required for a staging area located south of the revetment ("Staging Area #2"), which is partially owned by NYS and the Town of East Hampton.

II. *Bank Protection Easement (Standard Estate No. 21)* - Approximately 1.96 acres of land is required for a perpetual Bank Protection Easement for the construction, operation and maintenance of the revetment. Approximately 0.533 of an acre is owned by MHS and approximately 1.427 acres is owned by NYS. Of the 1.96 acres required for this easement, approximately 1.083 acres lie below the mean high water line (MHWL) (see paragraph 8 on required acres located below the MHWL).

The standard estate language is provided in Exhibit "B". The following chart summarizes the required LER for the Project.

Block	Lot	Owner	To be Acquired (acres)	
			Temporary Work Area Easement	Bank Protection Easement
1	1	State of New York	0	0.191
1	4	State of New York	0	0.224
1	7	State of New York	0.453	0
1	8	State of New York	0.057	0.433
1	9	Montauk Historical Society	0	0.533
1	10	State of New York	0.130	0.583
1	11	State of New York	0.104	0
1	13.11	Town of East Hampton	1.853	0
<b>Total Acres:</b>			<b>2.597 ac</b>	<b>1.964 ac</b>

The size of the real estate interests required for the Project as identified in this REP are estimates based on available Geographic Information System (GIS) data. A more precise delineation of the area required for the Project will be known upon completion of appropriate construction surveys during the Project's Pre-construction, Engineering, and Designed (PED)



phase. The Sponsor will be advised to obtain land surveys and legal descriptions for each permanent easement acquired to determine its precise size and boundary limits within its respective parcel based upon PED results. The Sponsor is also advised to obtain title insurance to protect against “defects” in the title of the property acquired and to record all easements with the county prior to the Corps’ certification of real estate.

d. Appraisal Information: An appraisal cost estimate was completed by the Corps’ Louisville District on 6 January 2014. The report was reviewed and approved by the New York District on 29 January 2014. The total estimated land value is \$57,750, effective 6 January 2014.

The cost estimate was completed based on a hypothetical condition. The subject properties may become encumbered by easements required for the proposed Project creating an easement estate for Project purposes. The easements did not exist as of the date of the cost estimate. Therefore, the cost estimate was completed based on a hypothetical condition that easements will be executed within a reasonable time not to exceed one year from the effective date of the cost estimate. The cost estimate was completed in accordance with feasibility studies under the Planning Paradigm (“SMART Planning”) and the 3x3x3 Rule. Since the value of the required LER does not exceed ten percent of the total Project cost, land values were prepared through a cost estimate – a rough order of magnitude on the value of the lands. A full land valuation based on surveyed boundaries would be required to establish a more accurate valuation, which the Sponsor will obtain during the LER acquisition process.

#### **4. LER Owned by the Non-Federal Sponsor**

The Sponsor owns approximately 2.175 acres of land in fee that are part of the LER required for the Project, which is available for project purposes. Approximately 1.08 acres consist of underwater land (see paragraph 8 for required underwater land). The Sponsor has not acquired any LER in support of the Project. There are no special value considerations or crediting principles for LER owned by the Sponsor.

#### **5. Non-Standard Estates**

There are no proposed non-Standard Estates for the Project.

#### **6. Existing Federal Projects**

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

#### **7. Federally-Owned Land**

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



## 8. Navigational Servitude

Approximately 1.083 acres lie below the MHWL, whose jurisdiction is with the State of New York. Although it is the general policy of the Corps to utilize the navigational servitude in all situations where available, whether or not the Project is cost-shared or full Federal, this Project does not directly serve a purpose which is in aid of commerce. Therefore, rights in the Federal navigational servitude will not be exercised for the Project. This is consistent with CECC-R memorandum dated 19 Mar 14, subject: Availability of the Navigational Servitude for Coastal Storm Damage Reduction Projects.

## 9. Maps

The Project Real Estate Map is provided in Exhibit "A" herein.

## 10. Induce Flooding

The Project does not induce flooding.

## 11. Baseline Cost Estimate for Real Estate (BCERE)

An estimated itemized BCERE is provided in Exhibit "D" in Micro-Computer Aided Cost Estimating System (MCACES) format. The Project's total estimated real estate cost is \$180,125 (including a 10% contingency), which consists of Federal and non-Federal costs.

<u>Cost Account</u>	<u>Total</u>
01-Lands & Damages.....	\$174,350
02-Relocations.....	\$0
<b>Total Project Real Estate Cost:</b>	<b>\$174,350</b>

The estimated Lands, Easements, Right-of-Ways, Relocations, and Disposals (LERRD) expense is \$140,250, which consists of non-Federal costs only.

<u>LERRD Expense</u>	<u>Total</u>
LER.....	\$140,250
Relocation.....	\$0
Disposal.....	\$0
<b>Total LERRD Expense:</b>	<b>\$140,250</b>

If approved, the Project will be cost-shared (65% Federal - 35% Non-Federal) with the Sponsor utilizing funds provided in P.L. 113-2. The Sponsor is eligible for LERRD credit toward



September 2016 REP  
Montauk Point, NY

the final cost of the Project at the cost-shared amount. As of this report, no reimbursable LERRD 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.

## **12. Public Law 91-646, Uniform Relocation Assistance**

No persons or business will be relocated as a result of the Project. Therefore, no relocation assistance benefits under Public Law 91-646 will be require.

## **13. Mineral and Timber Activity**

There are no present or anticipated mineral extraction or timber harvesting activities known within the vicinity of the Project.

## **14. Land Acquisition Experience and Capability of the Non-Federal Sponsor**

The Sponsor 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 Sea Bright to Manasquan Inlet Project, the Long Branch Project, the Asbury Park Project, and is currently the non-Federal Sponsor for the Raritan and Sandy Hook Bay, New Jersey Hurricane and Storm Damage Reduction, Port Monmouth Project. The Sponsor has also been advised of P.L. 91-646 requirements and the requirement to document expenses for credit purposes.

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

## **15. Zoning**

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

## **16. Schedule of Acquisition**

	<u>Date</u>
PPA Execution.....	Nov 2016
Sponsor’s Notice to Proceed with Acquisition.....	Nov 2016
Sponsor’s Authorization for Entry for Construction.....	May 2017
Corps’ Certification of Real Estate.....	June 2017
Ready to Advertise for Construction.....	July 2017





## **17. Relocation of Facilities or Public Utilities**

There are no anticipated facilities or utility relocations required for the Project.

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

There are no known or suspected contaminants located in, on, under, or adjacent to the LER required for the Project.

## **19. Project Support**

The community is largely supportive of the Project. However, there has been some opposition from the Long Island Chapter of the Surfrider Foundation regarding the potential impacts the Project may have on wave quality. The Corps performed a study and concluded the Project will have little to no impact on wave quality.

## **20. Notification to Non-Federal Sponsor**

In accordance with Chapter 12 of Engineer Regulation 405-1-12, *Real Estate Handbook*, Change 31, 1 May 98 (“Real Estate Handbook”), a formal written notification identifying the risks of acquiring the LER for the Project in advance of a fully executed PPA has been forwarded to the Sponsor by letter dated 2 March 2016. Currently, there are no intentions by the Sponsor to acquire the LER ahead of the execution of a PPA.

## **21. Additional Information**

a. The Montauk Light House Complex (comprising of the Montauk Point Lighthouse and its outbuildings, all of which will be protected by the Project) is listed on the National Register of Historic Places and was designated a historical landmark on 2 March 2012.

b. There are no mitigation requirements for the Project.

c. There are no known existing encumbrances (i.e. easements, rights-of-way, etc.) that would hinder the construction, operation, or maintenance of the Project.

## **22. Point of Contacts**

The point of contact for this REP is the Real Estate Project Delivery Team member Mr. Carlos E. Gonzalez at (917) 790-8465 (email: Carlos.E.Gonzalez@usace.army.mil) or the undersigned at (917) 790-8430 (email: Noreen.D.Dresser@usace.army.mil).



### **23. Recommendations**

This REP has been prepared in accordance with Real Estate Handbook. It is recommended that this report be approved.



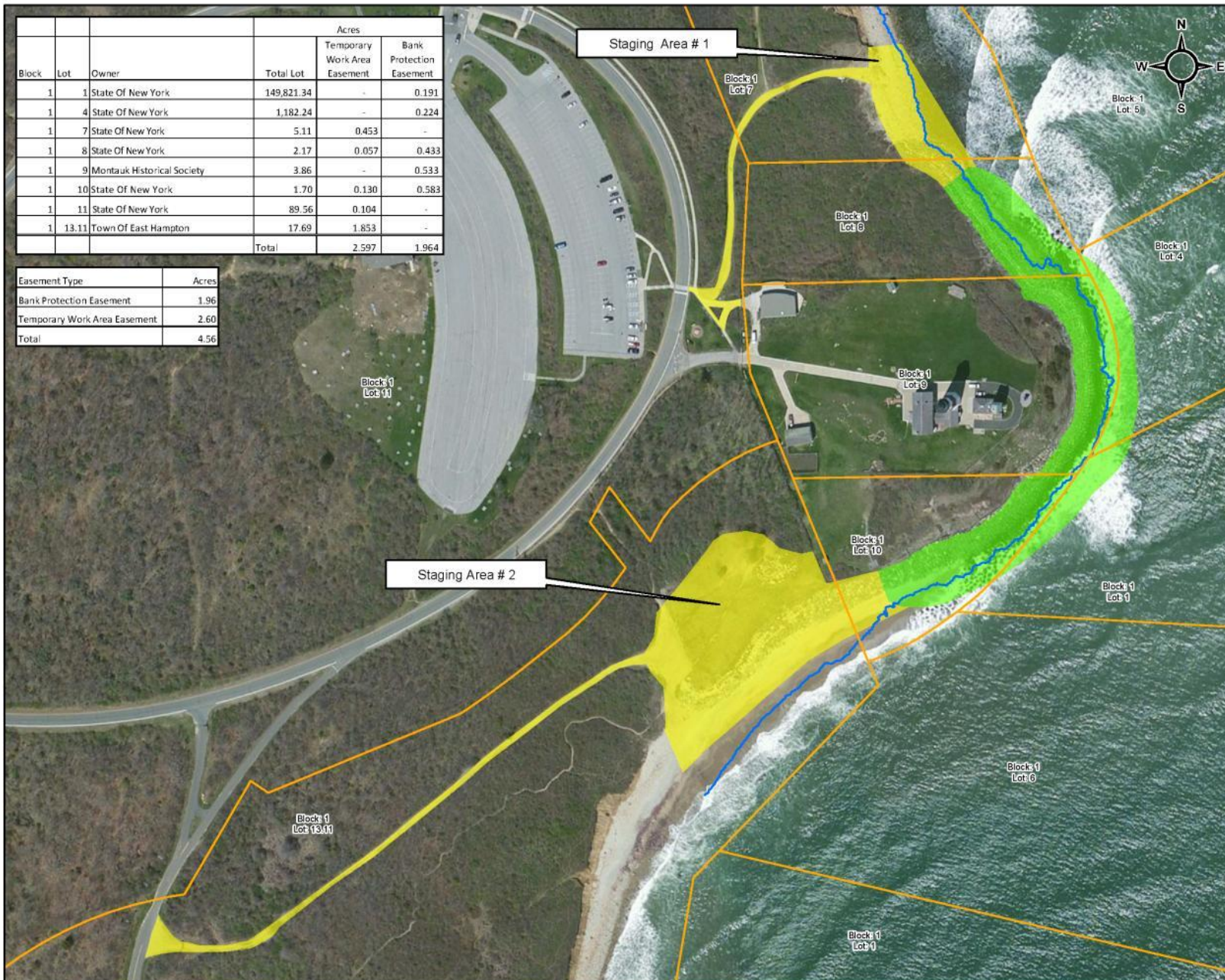
NOREEN DEAN DRESSER  
Chief, Real Estate Division  
Real Estate Contracting Officer



**EXHIBIT “A”**  
**REAL ESTATE MAP**

# Exhibit "A"

## Real Estate Map



Block	Lot	Owner	Acres		
			Total Lot	Temporary Work Area Easement	Bank Protection Easement
1	1	State Of New York	149,821.34	-	0.191
1	4	State Of New York	1,182.24	-	0.224
1	7	State Of New York	5.11	0.453	-
1	8	State Of New York	2.17	0.057	0.433
1	9	Montauk Historical Society	3.86	-	0.533
1	10	State Of New York	1.70	0.130	0.583
1	11	State Of New York	89.56	0.104	-
1	13.11	Town Of East Hampton	17.69	1.853	-
Total				2.597	1.964

Easement Type	Acres
Bank Protection Easement	1.96
Temporary Work Area Easement	2.60
Total	4.56

LEGEND
Work Areas
<span style="background-color: yellow;">    </span> Bank Protection Easement
<span style="background-color: green;">    </span> Temporary Work Area Easement
<span style="border: 1px solid orange;">    </span> Suffolk County Parcels
<span style="color: blue;">—</span> MHWL 2012



NOTES & SOURCES
Notes:
This plate is for Planning purposes only.
Suffolk County Parcel line data was obtained from the Army Corps of Engineers New York District.
The true position of all parcel lines can only be determined by an accurate land survey performed by a New York registered land surveyor.
Aerial photo date March 30, 2011.
MHW based on 2012 LIDAR data.
The coordinate system of this plate is NAD83 State Plane New York Long Island feet.

TITLE
Montauk Point Hurricane and Storm Damage Reduction Project Real Estate Planning Map December 2013



M:\Planning\Projects\Montauk\Figures\Montauk\_REAL\_121813.pdf  
M:\Planning\Projects\Montauk\Figures\Montauk\_REAL\_121813.mxd  
December 10, 2013 DWN: MTW CHD: BRB

**EXHIBIT “B”**  
**STANDARD ESTATES**



**Exhibit “B”**  
**Standard Estates**

**1) 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 for a period not to exceed twenty-four (24) months, beginning with date possession of the land is granted to the State of New York, for use by the State of New York, 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 Montauk Point, New York, Hurricane and 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.

**2) Bank Protection Easement (Standard Estate No. 21)**

A perpetual and assignable easement and right-of-way in, on, over and across the land hereinafter described for the location, construction, operation, maintenance, alteration, repair, rehabilitation and replacement of a bank protection works, and for the placement of stone, riprap and other materials for the protection of the bank against erosion; together with the continuing right to trim, cut, fell, remove and dispose therefrom all trees, underbrush, obstructions, and other vegetation; and to remove and dispose of structures or obstructions within the limits of the right-of-way; and to place thereon dredged, excavated or other fill material, to shape and grade said land to desired slopes and contour, and to prevent erosion by structural and vegetative methods and to do any other work necessary and incident to the project; together with the right of ingress and egress for such work; 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.

**EXHIBIT “C”**  
**BASELINE COST ESTIMATE FOR REAL ESTATE**

**EXHIBIT “C”**  
**BASELINE COST ESTIMATE FOR REAL ESTATE**

<b>BASELINE COST ESTIMATE FOR REAL ESTATE</b> <b>MONTAUK POINT, NEW YORK HURRICANE AND STORM DAMAGE REDUCTION PROJECT</b> <b>TOTAL PROJECT</b>				
	TOTAL PROJECT REAL ESTATE COSTS	NON-FEDERAL	FEDERAL	TOTAL COSTS
<b>01A</b>	<b>INCIDENTAL COSTS</b>	<b>\$75,000</b>	<b>\$31,000</b>	<b>\$106,000</b>
<b>01A1</b>	<b>Acquisition (Admin Costs)</b>	<b>\$25,000</b>	<b>\$10,000</b>	<b>\$35,000</b>
01A1A	By the Non-Federal Sponsor	\$25,000		
01A1B	By Government (Gov't) on behalf of NFS			
01A1C	By Gov't		\$10,000	
<b>01A2</b>	<b>Survey</b>	<b>\$25,000</b>	<b>\$4,000</b>	<b>\$29,000</b>
01A2A	By NFS	\$25,000		
01A2B	By Gov't on behalf of NFS			
01A2C	Review of NFS		\$4,000	
<b>01A3</b>	<b>Appraisal</b>	<b>\$10,000</b>	<b>\$5,000</b>	<b>\$15,000</b>
01A3A	By NFS	\$10,000		
01A3B	By Gov't on behalf of NFS			
01A3C	Review of NFS		\$5,000	
<b>01A4</b>	<b>Title Services</b>	<b>\$15,000</b>	<b>\$2,000</b>	<b>\$17,000</b>
01A4A	By NFS	\$15,000		
01A4B	By Gov't on behalf of NFS			
01A4C	Review of NFS		\$2,000	
<b>01A5</b>	<b>Other Professional Services</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
01A5A	By NFS	\$0		
01A5B	By Gov't on behalf of NFS			
01A5C	Review of NFS		\$0	
<b>01A6</b>	<b>PL 91-646 Assistance</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
01A6A	By NFS	\$0		
01A6B	By Gov't on behalf of NFS			
01A6C	Review of NFS		\$0	
<b>01A8</b>	<b>Audit</b>	<b>\$0</b>	<b>\$10,000</b>	<b>\$10,000</b>
01A8A	By NFS	\$0		
01A9B	By Gov't		\$10,000	
<b>01B</b>	<b>ACQUISITION COSTS</b>	<b>\$57,750</b>	<b>\$0</b>	<b>\$57,750</b>
<b>01B1</b>	<b>Land Payments</b>	<b>\$57,750</b>	<b>\$0</b>	<b>\$57,750</b>
01B1A	By NFS	\$57,750		
01B1B	By Gov't on behalf of NFS			
<b>01B2</b>	<b>Damage Payments</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
01B2A	By NFS			
01C2B	By Gov't on behalf of NFS			
<b>01B3</b>	<b>PL 91-646 Payment</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
01B3A	By NFS			
01B3B	By Gov't on behalf of NFS			
<b>01B4</b>	<b>Condemnation</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
01B4A	By NFS			
01B4B	By Gov't on behalf of NFS			
<b>01B5</b>	<b>Disposals</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
01B5A	By Government			
01B5B	By NFS			
01B5C	By Gov't on behalf of NFS			
	Subtotal Lands & Damages (01A & 01B)	\$132,750	\$31,000	\$163,750
	Contingency	\$7,500	\$3,100	\$10,600
<b>01</b>	<b>TOTAL LANDS &amp; DAMAGES</b>	<b>\$140,250</b>	<b>\$34,100</b>	<b>\$174,350</b>



**EXHIBIT “D”**  
**NON-FEDERAL SPONSOR CAPABILITY ASSESSMENT CHECKLIST**

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

**MONTAUK POINT, NEW YORK  
HURRICANE AND STORM DAMAGE REDUCTION PROJECT**

**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? Yes.
- b. If the answer to II is "yes," has a reasonable plan been developed to provide such training? A meeting will be coordinated with the Sponsor to provide an overview of real estate requirements for Federal projects and P.L. 91-646.
- 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? No.
- e. Can the sponsor obtain contractor support, if required in a timely fashion? No.
- f. Will the sponsor likely request USACE assistance in acquiring real estate? Possibly. The Sponsor has yet to obtain a local sponsor and therefore do not have authority to conduct the project at this time. There are discussions with the Town of East Hampton on possibly being the local sponsor for the Project.

**III. Other Project Variables.**

- a. Will the sponsor's staff be located within reasonable proximity to the project site? No.
- b. Has the sponsor approved the project/real estate schedule/milestones? No.

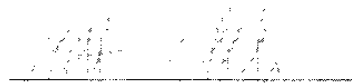
**IV. Overall Assessment.**

- 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.

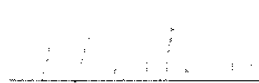
**V. Coordination.**

- a. Has this assessment been coordinated with the sponsor? Yes.
- b. Does the sponsor concur with this assessment? Yes.

Prepared by:



Mathew Chlebus  
Environmental Engineer  
NYS Department of Environmental Conservation

  
Date

Reviewed and approved by:



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

**EXHIBIT “E”**

**MONTAUK HISTORICAL SOCIETY DEED**

30764

RECORDED

11948889

Number of pages

TORRENS

Serial # \_\_\_\_\_

Certificate # \_\_\_\_\_

Prior C.F. # \_\_\_\_\_

RECEIVED  
\$0  
REAL ESTATE  
MAR - 3 1999

TRANSFER TAX  
SUFFOLK  
COUNTY

30764

99 MAR - 3 AM 11:31  
EDWARD F. DUMAINE  
CLERK OF  
SUFFOLK COUNTY

Deed / Mortgage Instrument

Deed / Mortgage Tax Stamp

Recording / Filing Stamps

4

FEES

Page / Filing Fee 18.-Handling 5.-TIP-584 5.-

Notation \_\_\_\_\_

EA-5217 (County) 5.-Sub Total 33.-EA-5217 (State) 25.-R.P.T.S.A. 15.-Comm. of Ed. 5.00

Affidavit \_\_\_\_\_

Certified Copy \_\_\_\_\_

Reg. Copy \_\_\_\_\_

Other \_\_\_\_\_

Sub Total

GRAND TOTAL



Mortgage Amt. \_\_\_\_\_

1. Basic Tax \_\_\_\_\_

2. Additional Tax \_\_\_\_\_

Sub Total \_\_\_\_\_

Spec./Asslt. \_\_\_\_\_

or \_\_\_\_\_

Spec./Add. \_\_\_\_\_

TOT. MTG. TAX \_\_\_\_\_

Dual Town \_\_\_\_\_ Dual County \_\_\_\_\_

Held for Apportionment \_\_\_\_\_

Transfer Tax 0.-

Mansion Tax \_\_\_\_\_

The property covered by this mortgage is or

will be improved by a one or two family

dwelling only.

YES \_\_\_\_\_ or NO \_\_\_\_\_

If NO, see appropriate tax clause on page # \_\_\_\_\_

of this instrument.

Real Property Tax Service Agency Verification

Title Company Information

Dist.	Section	Block	Lot
0300	015.00	01.00	009.000

Peconic Abstract, Inc.

Company Name

Title Number

Law Office of George F. Biondo  
The Plaza, P. O. Box 5030  
Montauk, New York 11954

(516) 668-1000

FEE PAID BY:

Cash \_\_\_\_\_ Check ☒ Charge \_\_\_\_\_Payer same as R & R  
(or if different)NAME: Peconic

ADDRESS: \_\_\_\_\_

RECORD & RETURN TO  
(ADDRESS)

## Suffolk County Recording &amp; Endorsement Page

This page forms part of the attached Quitclaim Deed Without Covenants made by:  
(SPECIFY TYPE OF INSTRUMENT)

UNITED STATES OF AMERICA

The premises herein is situated in  
SUFFOLK COUNTY, NEW YORK.

TO

THE MONTAUK HISTORICAL SOCIETY

In the Township of East Hampton

In the VILLAGE

or HAMLET of Montauk

THIS DOCUMENT MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.

12 0101.0151101

2. The term "aids to navigation" shall mean, but not be limited to, the lights, antennas, sound signals, electronic navigation equipment, and associated lighthouse equipment, including any communication equipment.
3. The term "arc of visibility" is defined as the portion of the horizon over which a lighted aid to navigation is visible from seaward.
4. The Grantor hereby expressly reserves (a) an easement for its employees and agents, with necessary equipment, to enter upon and have access to the Property, including, but not limited to, the right to enter the Property at any time, without notice, for any authorized and official purpose of the Grantor; (b) an easement for the purposes of operating, maintaining, placing, relocating, installing, improving, replacing, or removing any aid to navigation, or for any other similar and related purpose, including the right to make any changes on any portion of the Property as may be necessary for the operation of any aid to navigation or for any other navigational or related purpose; (c) an easement for the installation, construction, operation and maintenance of utility lines and other related infrastructure upon the Property, including, but not limited to, electric and telephone lines, for the purpose of operating the aids to navigation, (d) a nuisance easement over and upon the Property, for the purpose of maintaining an aid to navigation producing decibel levels (dB) over 135 dB and constituting a human health hazard and nuisance, and (e) a negative easement over and upon the Property for the purpose of preserving the arc of visibility for any lighted aid to navigation located upon the property, including the right to remove all vegetation, shrubs, bushes, plants, trees, man-made structures of any kind, and any other objects that may impair, obscure, or obstruct the arc of visibility.
5. The aids to navigation and the equipment identified in subparagraph 4(c), shall remain the personal property of the Grantor, and shall continue to be operated and maintained by the Grantor.
6. The Grantor shall retain all right, title and interest in and to any historical artifact associated with the Property herein conveyed, including any lens or lantern, whether located at the Property or elsewhere.
7. The Grantor may post signs on the Property to warn of the decibel levels produced by the aid to navigation identified in subparagraph 4(d).
8. The Grantee shall not interfere or allow interference in any manner with any aids to navigation without express written permission from the Commandant, United States Coast Guard, including, but not limited to, the construction or placement of any structure, building, fence, or any other improvement or fixture.
9. If the Grantee charges an admission fee to the Property, or any portion thereof, no person otherwise entitled to enter upon the Property shall be required to pay such an admission fee. Possession of a valid U.S. Department of Transportation or Armed Forces of the United States identification card will be sufficient proof of the holder's entitlement to enter the Property without charge.

right or remedy or the use of such right or remedy at any other time, and

(h) the covenants set forth in this paragraph 12 shall constitute a binding servitude upon the Property and shall be deemed to run with the land.

13. Pursuant to section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9620(h): (a) the disposal, release, and storage of any hazardous substances into or upon the Property, to the extent known at the time of execution of this Quitclaim Deed Without Covenant, is reflected in the "CERCLA § 120 (h) Statement," provided as Exhibit "B" which is attached hereto and made a part hereof; (b) any additional remedial action found to be necessary after the date of transfer to the Grantee shall be conducted by the Grantor; and (c) the Grantor shall retain a right of access to the Property in order to effectuate any necessary remedial action or corrective action until such time as the remedial action or corrective action is complete.

14. Pursuant to section 1001(b)(2) of Public Law 104-324, all right, title, and interest in and to the Property shall immediately revert to the Grantor if the Property, or any portion thereof, ceases to be: (a) used as a nonprofit center for the interpretation and preservation of maritime history; (b) maintained in a manner that ensures its present or future use as a Coast Guard aid to navigation; (c) maintained in a manner consistent with the provisions of the National Historic Preservation Act of 1966 (16 U.S.C. § 470 *et seq.*); or (d) the Commandant, United States Coast Guard, provides written notice to the grantee, at least thirty days before reversion, that the property is needed for national security purposes.

15. By the act of recording this Quitclaim Deed Without Covenant, Grantee hereby covenants that it will be bound by the foregoing covenants, conditions and restrictions and to perform to obligations herein set forth.

This Quitclaim Deed Without Covenant is executed and delivered to the Grantee without any other covenants whatsoever, either express or implied.

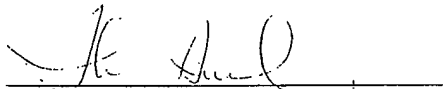
IN WITNESS WHEREOF, the Grantor, acting by and through the Secretary of Transportation, has caused these presents to be executed this 19<sup>th</sup> day of September, 1998.

UNITED STATES OF AMERICA  
ACTING BY AND THROUGH THE  
SECRETARY OF TRANSPORTATION

*Erroll M Brown*

REAR ADMIRAL ERROLL M. BROWN  
COMMANDER, MAINTENANCE AND LOGISTICS COMMAND ATLANTIC  
BY DIRECTION OF THE COMMANDANT  
U. S. COAST GUARD

## WITNESS:



(SEAL)

SHERI IMEL  
ENVIRONMENTAL PROTECTION SPECIALIST  
COMMANDER  
MAINTENANCE AND LOGISTICS COMMAND ATLANTIC  
U. S. COAST GUARD



(SEAL)

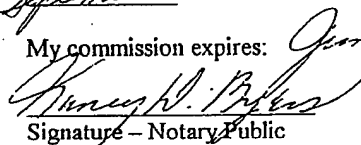
LCDR SCOTT WILLIAMS  
ASSISTANT CHIEF, CIVIL ENGINEERING DIVISION  
COMMANDER  
MAINTENANCE AND LOGISTICS COMMAND ATLANTIC  
U. S. COAST GUARD

I hereby certify that on this 18<sup>th</sup> day of September, 1998,

SAVY Enoll M. Brown personally appeared before me, known to me to be the person who executed the hereunto QUITCLAIM DEED WITHOUT COVENANT, and who acknowledged the execution thereof to be his official act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 18<sup>th</sup> day of September 1998.

My commission expires: June 30, 2000



Signature - Notary Public

NANCY D. BYERS  
Printed name - Notary Public

This Deed was prepared by:

Miguel Padilla, Esq.  
General Attorney  
Commander (lg-3)  
United States Coast Guard  
Maintenance & Logistics Command Atlantic  
300 East Main Street  
Norfolk, VA 23510

