

# **FIRE ISLAND INLET TO MONTAUK POINT (FIMP) PROJECT CONTRACT 3 – TOWN OF SOUTHAMPTON**

Informational Meeting on Saturday, August 12, 2023

9:15 A.M. – 11:00 A.M.

at Dockers Waterside Restaurant, 94 Dune Road, East Quogue, NY 11942

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## **MEETING AGENDA**

- Introductions
- Town Presentation/Review Information Packets
- Question & Answer from Attendees In-Person
- Question & Answer from Attendees on Zoom

# **FIRE ISLAND INLET TO MONTAUK POINT (FIMP) PROJECT – CONTRACT 3**

Town of Southampton – Handout for Meeting on 8/12/23

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## **WHAT IS THE FIMP PROJECT?**

The Fire Island Inlet to Montauk Point (FIMP) Project is designed to reduce storm damage while maintaining or enhancing natural resources.

The FIMP Reformulation Study was completed in July 2020 and the Project was authorized for construction in December 2020. The FIMP Project is now proceeding through design and into construction. Funds are available from the Hurricane Sandy Disaster Relief Appropriations Act of 2013, which provides 100% Federal funding for initial construction of the project.

In order to proceed into construction, a Project Partnership Agreement (PPA) was entered into between the United States Army Corps of Engineers (USACE) and New York State in August 2021. The State executed similar agreements with Suffolk County and five towns (Babylon, Islip, Brookhaven, Southampton, East Hampton). The current PPA covers the initial construction phase of FIMP. The continued construction of FIMP, over 50 years, (with 30 years of renourishment) will be covered in a separate agreement.

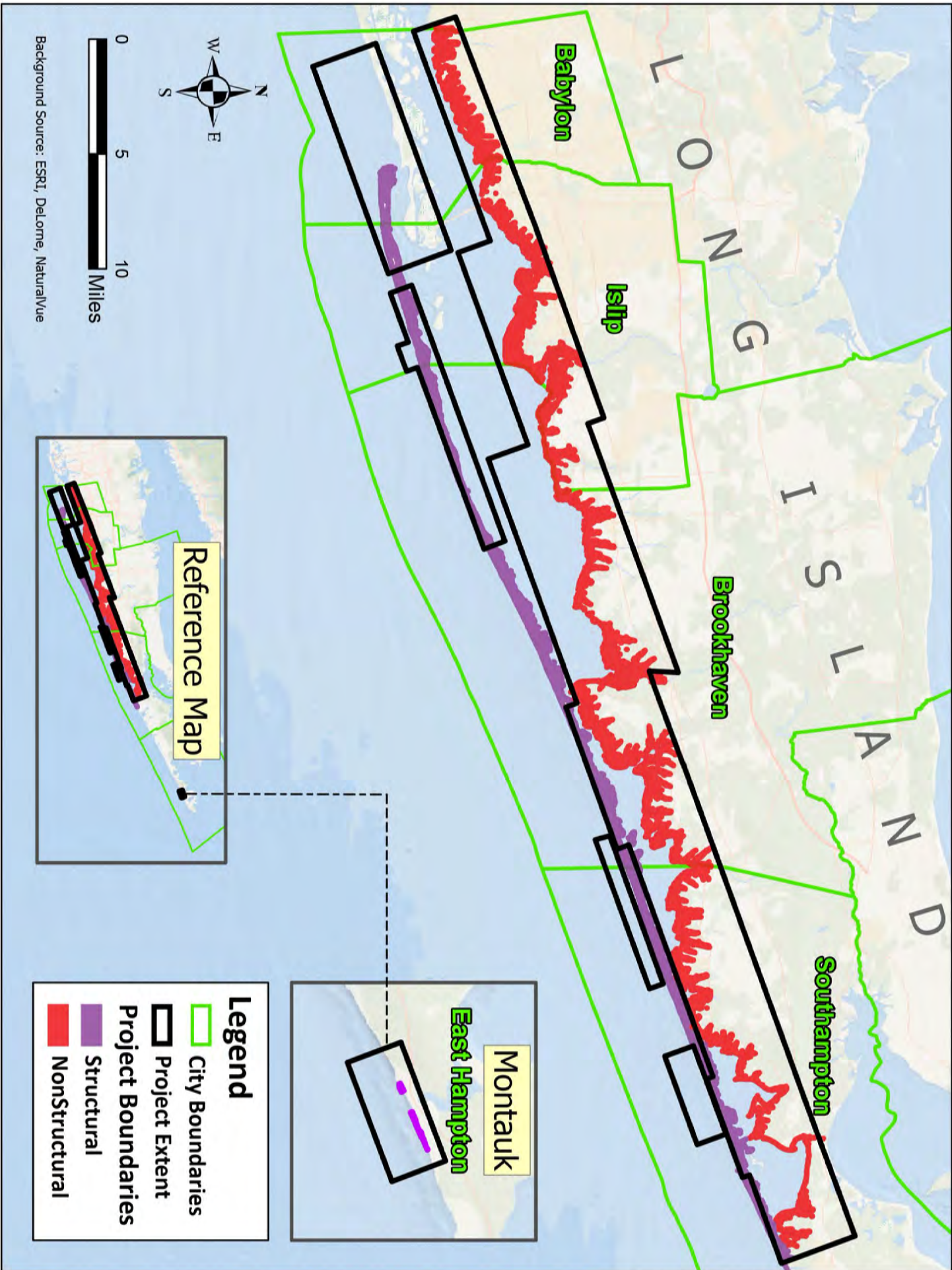
Construction began in September 2021 under Contract 1, which included dredging of Fire Island Inlet, and placement of sand on adjacent beaches. Contract 2, which involved dredging of Shinnecock and Moriches Inlets, was recently completed in April 2023.

Contract 3 of the FIMP Project is a structural contract for shore protection and beach renourishment work, to provide erosion risk reduction via Berm fill to the ocean shoreline, Dune restoration, augmentation of coastal resiliency with restoration of the barrier island, and enhance the overall barrier island and natural system coastal processes. Contract 3 includes offshore dredging and sand placement along the ocean shoreline, to construct an engineered beach and dune system, and offshore channel at Tiana Beach as part of a proactive breach response.

It is anticipated that Contract 3 construction will commence in the Fall of 2025, although this schedule is subject to change, as actual timing will depend on when all real estate interests (easements) are obtained.

For further details, please go to the FIMP website, [www.nan.usace.army.mil/FIMP](http://www.nan.usace.army.mil/FIMP).

*An overall FIMP Project map is set forth on the next page.*



Background Source: ESRI, Delorme, NaturalVue



Reference Map



**Legend**

- City Boundaries
- Project Extent
- Project Boundaries
- Structural
- NonStructural

Montauk



## **WHAT IS AN ENGINEERED BEACH AND DUNE SYSTEM?**

An engineered beach and dune system provides coastal protection based on engineering calculations following extensive study by USACE. These calculations establish the appropriate width and slope of beaches and the size and location of dunes (where necessary) to protect New York's shoreline. Engineered beach and dune systems are designed to provide protection from flood and wave damage caused by storms.

The FIMP dune line was determined by USACE taking into effect various factors including the costs and benefits of placing the dune line further south or north and determined the line that provided the best benefit for the cost. The alignment is not straight as it follows the natural contour of the land to match the existing topography.

### **Will the geo-cubes/geo-tubes on the eastern border of Quogue be removed by USACE?**

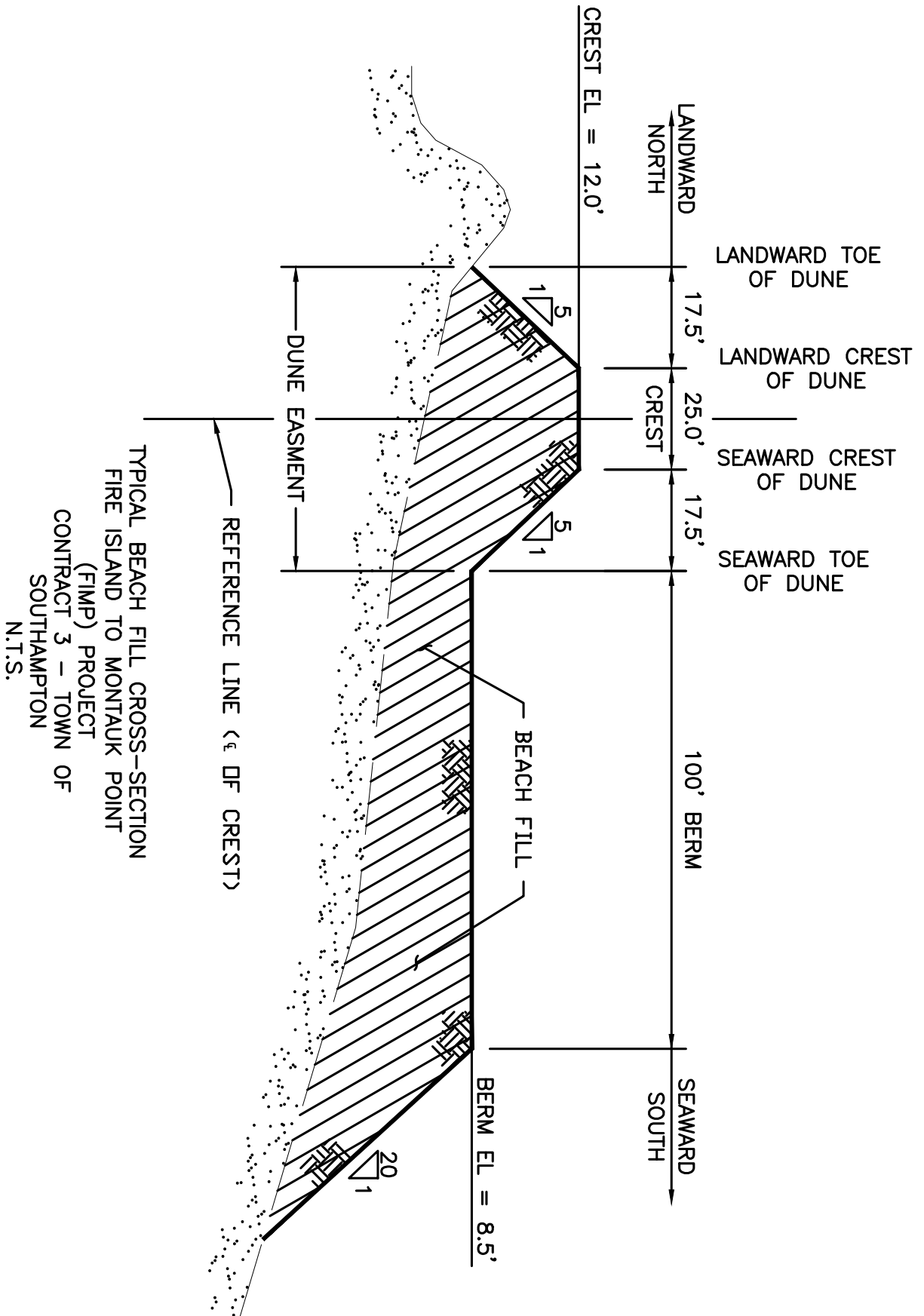
It is the intention of USACE to incorporate the existing geo-cubes/geo-tubes into the new dune structure. If any trap bags are seaward of the new dune alignment, they will be removed.

### **If sand has accreted above the dune design elevation, will the Corps still add more sand on the dune?**

Sand will only be placed up to the design elevations. If the existing area has accreted above or to the design elevation at the time that the final design is completed, then no sand will be placed on that dune.

For more detail on the specific areas where dunes and berms are to be built, maps of the Project areas, as well as all Project documents, are available on the USACE website at: <https://www.nan.usace.army.mil/Missions/Civil-Works/Projects-in-New-York/Fire-Island-to-Montauk-Point/>

*An example of a typical beach fill cross-section for FIMP Contract 3 is set forth on the next page.*



## **WHY DOES USACE NEED TO ACCESS TO MY PROPERTY?**

It is the responsibility of the Town to obtain access to all the real estate, in the form of perpetual easements, that USACE requires to construct Contract 3 of the Project within the Town of Southampton. In order to construct the dune and beach profile, various pre-construction and construction activities have to take place on approximately 95 private ocean-front parcels along the length of the Project. These activities require USACE, DEC, and the Town to have appropriate access on the parcels.

## **HOW WERE THE REQUIRED ACCESS AREAS DETERMINED?**

After extensive engineering studies, cost benefit analyses and consultation with numerous regulatory agencies to assure the desired level of protection, a beach and dune template (location, height and width of sand placement) has been developed and approved for the FIMP Project. Because the beach and dunes must be built to this specific design template, sand must be placed on certain private ocean-front properties.

## **WHAT IS THE EASEMENT NEEDED FOR USACE TO CONSTRUCT AND MAINTAIN THE PROJECT?**

**Perpetual Beach Easement:** A Perpetual Beach Easement (“Easement”) grants a legal right to use a limited and clearly defined part of a privately owned property to build this Project. The Easement is termed ‘perpetual’ because as long as the Project remains authorized by Congress and functional, the Non-Federal Sponsors must maintain the ability to access the Project area to perform inspections and maintenance in order to ensure the continued benefit from the Project (see below for other key provisions of the Perpetual Beach Easement). There are two types of Perpetual Beach Easements: 1.) where the easement area is free of all structures and 2.) where the easement area contains a pre-existing structure(s) (such as walkways) which is permitted to remain, be maintained, repaired and restored subject to applicable Federal, State and local laws.

**Note about mortgages:** A Subordination of Mortgage will be required for all Easement properties which have an existing mortgage. The property owner’s lender will be required to sign a simple agreement, provided by the Town Attorney’s Office, allowing the mortgage to be subordinate to the Easement. This is necessary to ensure that the Easement will stay in effect in the event of foreclosure.

## **WHAT ARE THE KEY PROVISIONS OF THE PERPETUAL EASEMENT?**

- The Easement will specifically describe the portion of the property where the designed beach and dune system will be placed, i.e. the Easement Area.

- The property owner retains title to the entire parcel, however, this specifically identified and described portion will be subject to the conditions of the Easement.
- The Easement is only for the placement of sand, dunes, vegetation and fencing on private property and specifically states that it will allow the Town, DEC, USACE and their representatives, agents contractors and assigns “to construct, preserve, patrol, operate, maintain, repair, rehabilitate, and replace a public beach, and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand, to accomplish any alterations of the contours on said land, to construct berms and dunes, and to nourish and re-nourish periodically.”
- No grading, excavating or placement of any structure or material will be allowed in the Easement Area by the property owner, except for dune overwalks, which must comply with specific design criteria to maintain vertical separation of the overwalks from the dune, which will allow the dune and plantings to thrive. The overwalk reconstruction costs will be reimbursed through the appraisal process and allow the homeowners to reconstruct these walks upon completion of the project dune and berm.
- Pre-existing structures that are located wholly north of the landward crest of the dune (such as a dune walkway) may remain in the Easement Area. Whether pre-existing structures that are not wholly north of the landward crest may remain will be determined on a case by case basis, via a boundary and topographic survey to be performed on each property.
- The Easement Area will remain private property, but will be subject to Federal regulations which require that the public be able to have access to all portions of beaches on which federal money is spent for a beach construction project.
- The public will have access to the beach (berm) area south of the Easement Area. Moreover, the easement area is south of the crest of the dune and subject to an existing easement in favor of the public. See, *Dolphin Lane Assocs. v. Town of Southampton*, 37 N.Y.2d 292, 297 (1975) (“there is an easement in favor of the public between the high-water mark of the Atlantic Ocean and the southerly top of the sand dunes ...”).
- An owner of property does not assume additional liability by granting an easement to another person or entity. Any contractor entering the property during the Project will have insurance to cover any damages to the property or for any injuries resulting from the work.

**Draft Easements – example of a Standard Easement  
and an Easement where a Pre-Existing Structure is  
permitted to remain within the Easement Area**



# DRAFT

## PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

THIS PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT is made

BY AND BETWEEN \_\_\_\_\_, hereinafter referred to as the “Grantor”,

AND

Town of Southampton, a municipal corporation, with its principal office located at 116 Hampton Road, Southampton, New York 11968, hereinafter referred to as the “Grantee”,

### WITNESSETH

WHEREAS, the Grantor is the owner of that certain tract of land, located in the Town of Southampton, County of Suffolk, State of New York, and identified as District \_\_\_\_ Section \_\_\_\_ Block \_\_\_\_ Lot \_\_\_\_\_, as shown on the tax map of the County of Suffolk, hereinafter called the “Property”, and a portion of which is described in attached Easement Exhibit 1 (Legal Description), hereinafter called the “Easement Area” and as depicted in Easement Exhibit 2 (Survey Map), and Grantor holds the requisite interest to grant this Easement; and

WHEREAS, the Grantor and the Grantee recognize that the beach and dune along the Atlantic Coast of Suffolk County, Long Island, New York are subject to constant erosion and degradation, thereby destroying a valuable natural resource and threatening the safety and property of the Grantor and of all of the citizens of the State; and

WHEREAS, the Grantor and the Grantee desire to participate with each other, and the New York State Department of Environmental Conservation and the United States Army Corps of Engineers to construct the Fire Island to Montauk Point Hurricane and Storm Damage Reduction Project, as defined in the August 25, 2014 Project Partnership Agreement between the United States Army Corps of Engineers (“USACE”) and the State of New York, acting by and through the New York State Department of Environmental Conservation (“State”), and the September 3, 2021 Agreement between the State and the Town of Southampton (“Town”), hereinafter called “Project”; and

WHEREAS, in order to accomplish part of the Project, a Perpetual Beach Storm Damage Reduction Easement for said Easement Area is required; and

WHEREAS, this Easement is required and necessary for the Corps and the State to construct the Project; and

WHEREAS, Grantor acknowledges that the existing [flagpole] on the property must be removed for the successful implementation of the FIMP Project; and

WHEREAS, the Grantor desires to cooperate in the Project by allowing the Grantee to acquire an easement for the Easement Area; and

WHEREAS, the Grantor acknowledges that it will benefit from the successful implementation of the Project the beach is still subject to the forces of nature which can result in both erosion and accretion of the beach.

NOW, THEREFORE, in consideration of the benefits to be received by the Grantor from the successful implementation of the Project and other good and valuable consideration, the Grantor grants and conveys to Grantee an irrevocable, assignable, and perpetual easement as set forth herein:

1. A perpetual and assignable easement and right-of-way for the FIMP Project, in, on, over and across that certain Easement Area as described in the attached Easement Exhibit 1 for use by the Grantee, the Corps and the State, its representatives, agents, contractors and assigns to:

- a. Construct, preserve, patrol, operate, maintain, repair, rehabilitate, and replace a public beach, a dune system, and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand, to accomplish any alterations of contours on said land, to construct berms and dunes, and to nourish and renourish periodically;
- b. Move, store and remove equipment and supplies;
- c. Erect and remove temporary structures;
- d. Perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the FIMP Project, together with the right of public use and access;
- e. Plant vegetation on said dunes and berms;
- f. Erect, maintain and remove silt screens and sand fences;
- g. Facilitate preservation of dunes and vegetation through the limitation of access to dune areas;
- h. Trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the Easement (except\_\_\_\_\_).

2. This Easement reserves to the Grantor(s), (his) (her) (its) (their) (heirs), successors and assigns, the right to construct dune overwalk structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function, and that prior approval of the plans and specifications for such structures is obtained from all agencies having jurisdiction, and

provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the Project.

3. This Easement further reserves to the Grantor(s), (his) (her) (its) (their) (heirs), successors and assigns all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject however to existing easements for public roads and highways, public utilities, railroads and pipelines.

4. The Grantee, State of New York or the Army Corp of Engineers may post signs on the berms and dunes as is necessary for the Project.

5. The term "patrol" as used in l(a) shall mean inspection of the Easement Area.

6. Grantor hereby expressly agrees not to grade, excavate or place any structure or material within the Easement Area, other than a dune overwalk as referenced above. Notwithstanding, to the extent that the rights of the Grantee herein will not be impeded, Grantor may plant native species vegetation on the dune and erect, maintain and remove sand fencing at the seaward toe of the dune to stabilize and create new dune.

7. The Easement granted hereby shall be in perpetuity, and may be transferred by the Grantee to any other appropriate federal, state or local authority. The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the land.

8. Notwithstanding the foregoing: nothing herein is intended or shall be deemed to change the overall character of the Easement Area; nothing herein shall be deemed to grant to the Grantee or otherwise permit the Grantee or any other person to cross over or use any part of the Property which is not within the Easement Area; and nothing herein is intended or shall be deemed to alter the boundary lines, setback lines or lot coverage of the Property, as may be applicable.

9. The enforcement of the terms of this Easement shall be at the discretion of the Grantee and any forbearance by Grantee to exercise its rights under this Easement in the event of any violation by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent violation or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any violation by Grantor shall impair such rights or remedies or be construed as a waiver of such rights or remedies.

10. The interpretation and performance of this Easement shall be governed by the laws of the State of New York.

11. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

12. Any notice, demand, request, consent, approval or communication under this Easement shall be sent by regular first class mail, postage prepaid and by Certified Mail, Return Receipt Requested, addressed to the mailing addresses set forth above or any other address of which the relocating party shall notify the other, in writing.

13. Other than the dune overwalks reserved to Grantor above, structures that are not part of the Project are not authorized within the Easement Area.

IN WITNESS WHEREOF, Grantor and Grantee have made and executed the foregoing Perpetual Storm Damage Reduction Easement as of the date written below.

**NAME OR COMPANY, Grantor**

By: \_\_\_\_\_ (Signature)  
(Print Name and Title)

\_\_\_\_\_ (Date)

STATE OF NEW YORK     }  
  SS:  
COUNTY OF \_\_\_\_\_ }

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me  
\_\_\_\_\_, the undersigned, personally appeared, personally known to me  
or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is  
(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the  
same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the  
individuals(s), or the person upon behalf of which the individual(s) acted, executed the  
instrument.

\_\_\_\_\_  
Notary Public

**TOWN OF SOUTHAMPTON, Grantee**

By: \_\_\_\_\_ (Signature)

Jay Schneiderman, Supervisor

\_\_\_\_\_ (Date)

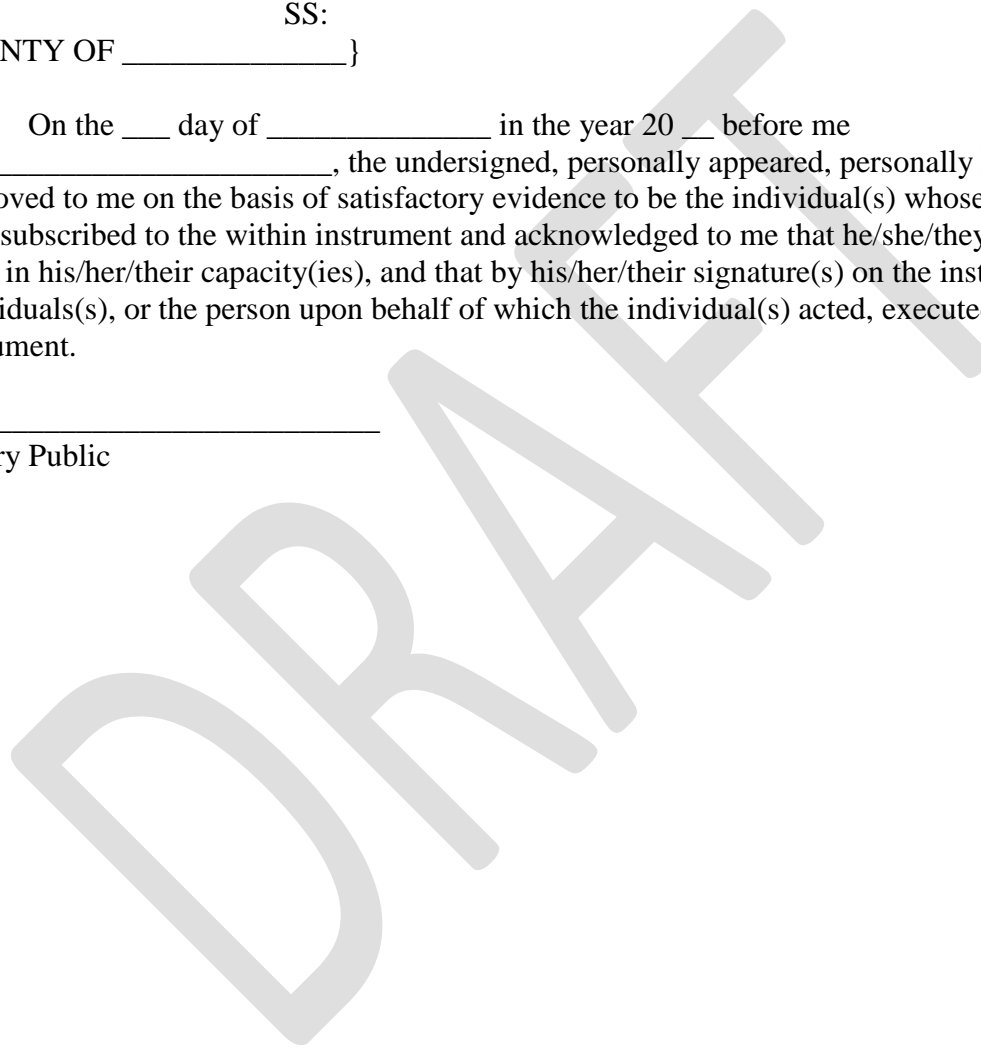
STATE OF NEW YORK        }

SS:

COUNTY OF \_\_\_\_\_}

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_ before me  
\_\_\_\_\_, the undersigned, personally appeared, personally known to me  
or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is  
(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the  
same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the  
individual(s), or the person upon behalf of which the individual(s) acted, executed the  
instrument.

\_\_\_\_\_  
Notary Public



# DRAFT

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  - b. Move, store and remove equipment and supplies;
  - c. Erect and remove temporary structures;
  - d. Perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the FIMP Project, together with the right of public use and access;
  - e. Plant vegetation on said dunes and berms;
  - f. Erect, maintain and remove silt screens and sand fences;
  - g. Facilitate preservation of dunes and vegetation through the limitation of access to dune areas;
  - h. Trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the Easement (except\_\_\_\_\_).

2. This Easement reserves to the Grantor(s), (his) (her) (its) (their) (heirs), successors and assigns, the right to construct dune overwalk structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function, and that prior approval of the plans and specifications for such structures is obtained from all agencies having jurisdiction, and

provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the Project.

3. This Easement further reserves to the Grantor(s), (his) (her) (its) (their) (heirs), successors and assigns all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject however to existing easements for public roads and highways, public utilities, railroads and pipelines.

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5. The term "patrol" as used in l(a) shall mean inspection of the Easement Area.

6. Grantor hereby expressly agrees not to grade, excavate or place any structure or material within the Easement Area, other than a dune overwalk as referenced above. Notwithstanding, to the extent that the rights of the Grantee herein will not be impeded, Grantor may plant native species vegetation on the dune and erect, maintain and remove sand fencing at the seaward toe of the dune to stabilize and create new dune.

7. Notwithstanding the foregoing, Grantor's pre-existing structure in the Easement Area, may remain and be maintained, repaired, and restored, subject to Coastal Erosion Hazard Area (CEHA; 6 NYCRR Part 505) regulations of the New York State Department of Environmental Conservation and/or other applicable rules and regulations of agencies and local governments having jurisdiction. Nothing contained in the language of this Easement is intended, nor shall it be construed, as restricting any current or future possessory rights of the Grantor in the pre-existing structure, or providing any greater rights to the Grantor than may exist under any applicable Federal, State or local law or regulation.

8. The Easement granted hereby shall be in perpetuity, and may be transferred by the Grantee to any other appropriate federal, state or local authority. The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the land.

9. Notwithstanding the foregoing: nothing herein is intended or shall be deemed to change the overall character of the Easement Area; nothing herein shall be deemed to grant to the Grantee or otherwise permit the Grantee or any other person to cross over or use any part of the Property which is not within the Easement Area; and nothing herein is intended or shall be deemed to alter the boundary lines, setback lines or lot coverage of the Property, as may be applicable.

10. The enforcement of the terms of this Easement shall be at the discretion of the Grantee and any forbearance by Grantee to exercise its rights under this Easement in the event of any violation by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent violation or of any of Grantee's rights under this Easement. No delay



or omission by Grantee in the exercise of any right or remedy upon any violation by Grantor shall impair such rights or remedies or be construed as a waiver of such rights or remedies.

11. The interpretation and performance of this Easement shall be governed by the laws of the State of New York.

12. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

13. Any notice, demand, request, consent, approval or communication under this Easement shall be sent by regular first class mail, postage prepaid and by Certified Mail, Return Receipt Requested, addressed to the mailing addresses set forth above or any other address of which the relocating party shall notify the other, in writing.

14. Other than the dune overwalks reserved to Grantor above, **and Pre-Existing structures identified in Easement Exhibit 2**, structures that are not part of the Project are not authorized within the Easement Area.

IN WITNESS WHEREOF, Grantor and Grantee have made and executed the foregoing Perpetual Storm Damage Reduction Easement as of the date written below.

**NAME OR COMPANY, Grantor**

By: \_\_\_\_\_ (Signature)  
(Print Name and Title)

\_\_\_\_\_ (Date)

STATE OF NEW YORK        }  
  SS:  
COUNTY OF \_\_\_\_\_}

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me \_\_\_\_\_, the undersigned, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**TOWN OF SOUTHAMPTON, Grantee**

By: \_\_\_\_\_ (Signature)

Jay Schneiderman, Supervisor

\_\_\_\_\_ (Date)

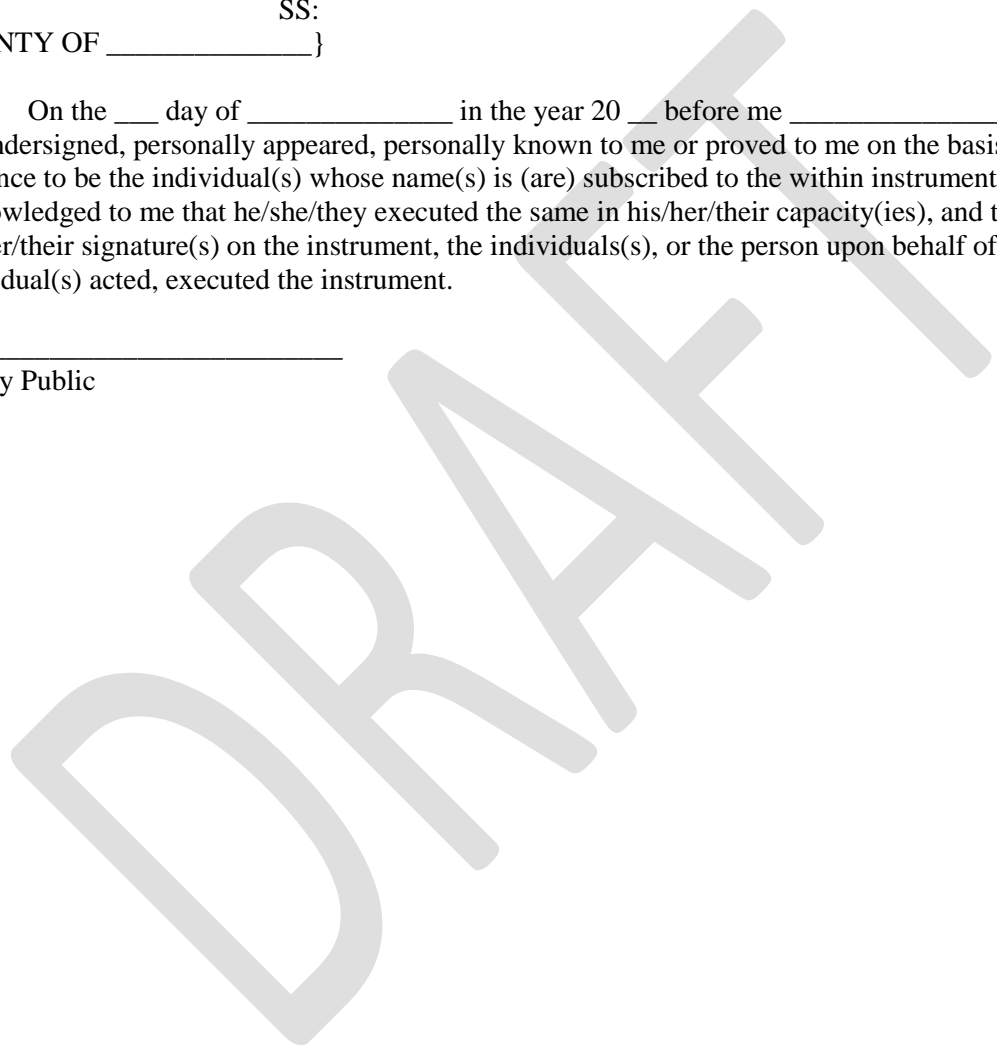
STATE OF NEW YORK }

SS:

COUNTY OF \_\_\_\_\_ }

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me \_\_\_\_\_, the undersigned, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public



## WAIVER/DONATION FORM

- The execution of all required Perpetual Beach Easements will be critical to allow this Project to proceed expeditiously. Federal Regulations provide that every property owner has the right to an appraisal for possible compensation in exchange for the granting of the Perpetual Beach Easement.
- The Waiver document offers the owner an opportunity to waive the right for an appraisal and to donate the Easement to the Town.
- Signing the Waiver form is entirely voluntary.
- Why would I sign the Waiver form?
  - To help more expeditiously achieve the benefits of the Project for the community by reducing the number of appraisals that need to be done before construction can begin.
- What if I don't sign the Waiver form?
  - The Town will have an appraiser appraise your property to determine the fair market value of the easement area.
- *An example of a draft Waiver/Donation form is attached.*

**W A I V E R**

\_\_\_\_\_ hereinafter referred to as "landowner", hereby states that landowner has been approached by a representative of the \_\_\_\_\_, hereinafter referred to as \_\_\_\_\_, who has informed the landowner of the intent to obtain an easement(s) across certain property owned by the landowner.

1. Landowner hereby acknowledges that the representative has explained the legal boundaries of said easement(s) as shown on Exhibit A attached to this document.

2. The representative of the \_\_\_\_\_ has further advised landowner of their rights under Public Law 91-646, as amended, as follows:

a. That landowner has the right to demand a written appraisal be made of the value of the easement(s) sought to be acquired and that the landowner is entitled to receive no less than fair market value as established by the appraisal;

b. That landowner has the right to accompany the appraiser who prepares such appraisal when the inspection of the property is made;

c. That landowner has the right to a written purchase offer stating the amount of money which the \_\_\_\_\_ is offering to pay for the easement(s);

d. That landowner has the right to a written statement of the basis of "just compensation" which explains in detail the basis of the amount offered for the easement(s);

e. That landowner has the right to negotiate with the \_\_\_\_\_ for the acquisition of said easement(s) and if the landowner cannot agree with the \_\_\_\_\_ on the acquisition of the easement(s), landowner has the right to refuse to convey the easement and the \_\_\_\_\_ must institute judicial proceedings to acquire the easement(s).

2. The landowner hereby acknowledges that the rights stated above have been explained in detail by the representative of the \_\_\_\_\_ and the landowner hereby waives those rights and agrees to donate to the \_\_\_\_\_ the easement area(s) shown on Exhibit A attached to this document.

IN WITNESS WHEREOF, landowner and \_\_\_\_\_, by its duly authorized representative have caused this document to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS:

LANDOWNER:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_: BY: \_\_\_\_\_

## WAIVER OF APPRAISAL

- A Waiver Valuation may be performed when it has been determined that an appraisal is unnecessary due to a low value (\$25,000 or less) and uncomplicated acquisition.
- If the Waiver Valuation amounts to more than \$10,000, the Town must offer the owner the option of having the Town appraise the real property interest.
- The Waiver Valuation Procedure is not a means to reduce the amount of compensation that is paid for acquired property. The objective is to compensate property owners the same amount they would receive under the appraisal process. The Waiver Valuation procedure allows the Town to achieve that objective more efficiently.

## CAN STRUCTURES BE RELOCATED?

In some cases, private ocean-front properties may have pre-existing structures (such as a deck) that compromise the proposed dune template. The options available to property owners in this situation will depend upon the degree and location of the structure's impact, the configuration of the lot, and whether the structure itself is capable of being relocated.

**Process:** Once the surveys are completed, all parcels with structures that encroach south of the northern landward crest of the new dune template will be identified. Depending upon the elevation and location, these structures may need to be relocated, modified or removed. In all these instances, an appraisal will be necessary.

**Structure Modification/Removal:** If a portion of a pre-existing structure, such as a deck or a pool, is found to compromise the dune template and there is no room on the existing lot to relocate or modify the structure to avoid compromising the dune template or it may be too costly to relocate the structure, it may be necessary to remove the structure. If it is determined that a portion of a pre-existing structure such as a deck or a pool may be relocated to another portion of the existing lot, the compensation offered to the owner will include an amount to relocate such structure which is commonly referred to as a "cost to cure." The cost to cure is in addition to the amount determined by an independent appraiser to be the just compensation for the easement. The actual relocation of the partial structure will be the responsibility of the owner.

## WHAT IS THE PROCESS FOR THE TOWN TO ACQUIRE EASEMENTS?

1. **Survey**: Surveyors will be hired by the Town to undertake surveying work, including but not limited to preparing surveys, determining metes and bounds of the dune easement within each parcel, and other documentation needed so the Town can complete appraisals and easement acquisitions in order to establish the dune and berm construction. Surveys are expected to be completed over the 2023 Summer season.
2. **Title Search**: A title search will be undertaken by the Town during the survey process and completed prior to recording of the easement.
3. **Waivers**: A prepared Waiver will be sent to the property owner at the same time as the prepared Perpetual Beach Easement document. At that time, they will have the opportunity to execute the Waiver and thereby donate their Easement to the Town.
4. **Appraisal**: Appraisals will be conducted if a Waiver was not signed once the surveys are complete. Appraisers will be hired by the Town that are certified general appraisers and their qualifications will be pre-approved by USACE. Appraisals will be prepared to federal appraisal standards and subject to review and acceptance by USACE. The appraisals must be prepared in accordance with "Uniform Appraisal Standards for Federal Land Acquisitions" and "Uniform Standards for Professional Appraisal Practice" (USPAP). The appraisal will determine the current fair market value for acquisition of easements. Property owners will be invited to accompany the appraisers during their property inspections.
5. **Offer Letter**: The fair market value of a property will be determined by the appraisal. Once the appraisal is complete, the Town will mail an Offer Letter to the property owner offering the appraisal value for the property.
6. **Easement Documents (Voluntary)**: If the value of the appraisal is agreed to by the Town and the Owner, the Town will complete an examination of title and prepare the Easement documents. The Town will work with the property owner to address any title issues and will prepare all Easement documents. After the Easement is recorded at the Office of the County Clerk, the landowners will be paid any agreed upon compensation.
7. **Agree on Value**: If a mutually agreed upon value can be reached after the appraisal process, transfer of the easement should be relatively straight-forward and quick. The Town will make every effort to acquire real property by mutual agreement to value. If an agreement is reached, a contract will be executed and a sit down or mail closing will be conducted at which time the landowner will be paid the appraised value of the property. The easement or deed will be recorded at the Office of the County Clerk.

8. **Payment:** For those parcels with accepted offers, payment will be made at the time of the closing. The Easement will then be recorded. For parcels where offers have not been accepted, payment will be made when vested title is recorded and title issues are cleared, or if a claim is filed, when the matter is settled in court.
  
9. **Failure to Agree on Value:** If agreement cannot be reached, the Town is required to begin judicial proceedings to acquire the easement by eminent domain, in accordance with the New York State Eminent Domain Procedure Law. The Town will ask the Supreme Court of the State of New York for a Vesting Order to obtain the easement. If the property owner files a claim for greater compensation within the time provided in the Court order vesting title to the easement, it may be possible to reach a settlement. If not, the matter may proceed to trial and just compensation will be determined by the Court. *\* This is intended for general information only and does not set forth the entire process in detail. Please consult your own attorney and/or advisor for further information.*

## **WHAT IS THE ESTIMATED TIMELINE FOR FIMP CONTRACT 3?**

**August - October 2023:** Surveys are expected to be completed by the end of summer/early fall.

**October - December 2023:** Appraisals are expected to be completed in the early winter before the end of the year.

**January 2024 - May 2024:** After appraisals are reviewed and approved by the State and USACE, offers can be made to property owners.

?: Title Insurance acquired, Easements signed and acquisition documents are recorded in Office of the Suffolk County Clerk.

?: Condemnation Actions take place in the Suffolk County Supreme Court.

?: Real Estate Certification complete.

?: USACE Bids Project & Awards Contract.

**Fall of 2025:** Construction is expected to begin in the Fall of 2025, if all of the real estate (Easements) have been acquired.

*\* These schedules are best estimates and are subject to change.*

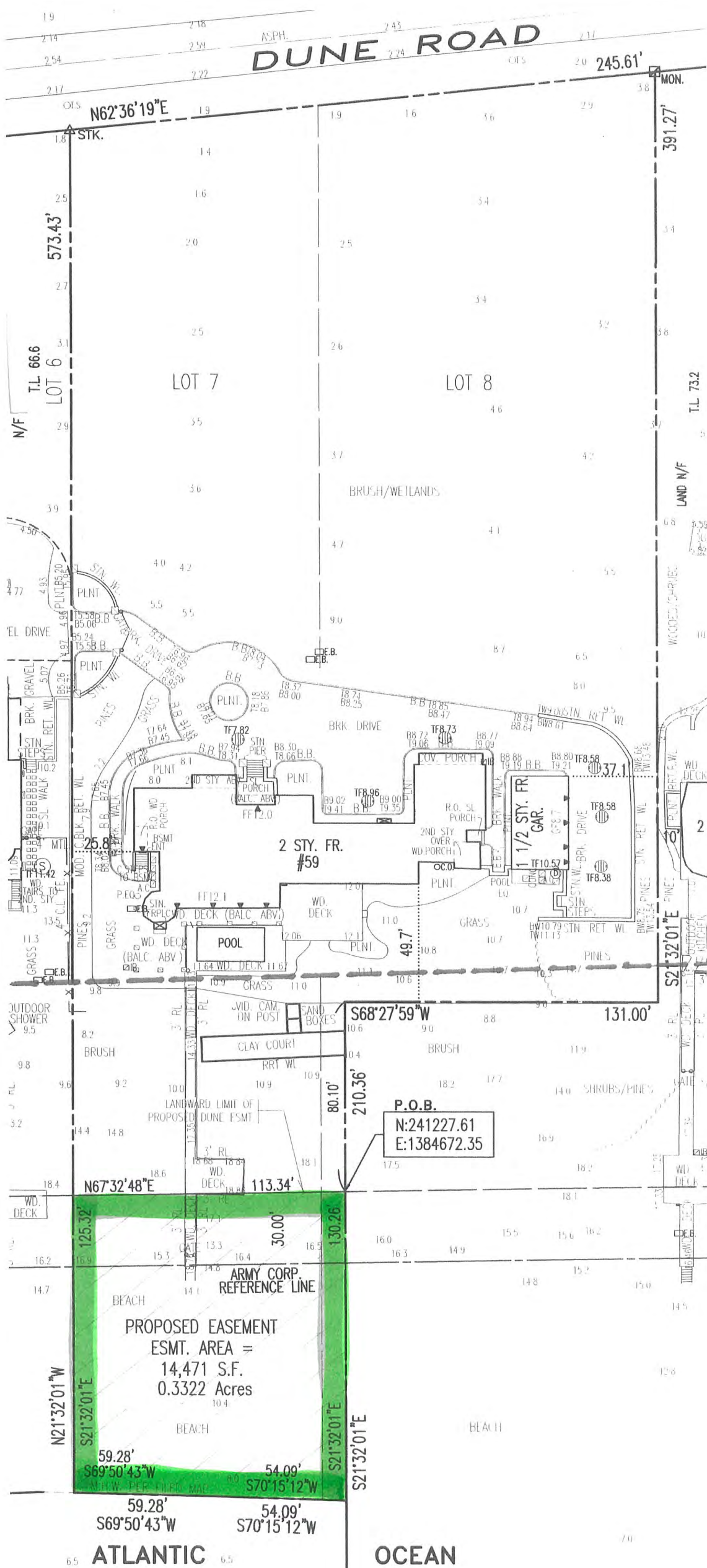


**PHOTOGRAPHS OF COMPLETED DUNE AND BERM  
CONSTRUCTION WITH PLANTINGS ON FIRE ISLAND,  
COMPLETED BY USACE ON FIRE ISLAND UNDER THE FIRE  
ISLAND INLET TO MORICHES INLET (FIMI) CONTRACTS**





**DRAFT/SAMPLE SURVEYS DEPICTING THE  
EASEMENT AREA**



MAP SHOWING  
EASEMENT TO BE ACQUIRED FROM

FOR THE PROPOSED RECONSTRUCTION OF  
THE DUNE AND BERM NETWORK FOR  
THE FIRE ISLAND TO MONTAUK POINT  
(FIMP) PROJECT, CONTRACT 3  
SOUTHAMPTON, NEW YORK

PERMANENT GRADING EASEMENT  
FOR THE CONSTRUCTION AND  
MAINTENANCE OF A COASTAL  
EROSION DUNE

CEHA

P.O.B.  
N:241227.61  
E:1384672.35

PROPOSED EASEMENT  
ESMT. AREA =  
14,471 S.F.  
0.3322 Acres

NOTES:

1. MEASUREMENTS ARE IN ACCORDANCE WITH U.S. STANDARDS.
2. BEARINGS SHOWN ARE IN THE NEW YORK STATE PLANE COORDINATE SYSTEM, LONG ISLAND ZONE NAD83.
3. VERTICAL DATUM REFERS TO NAVD83.
4. UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.
5. ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S SEAL SHALL BE CONSIDERED TO BE A VALID TRUE COPY.
6. CERTIFICATIONS INDICATED HEREON SIGNIFY THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE EXISTING CODE OF PRACTICE FOR LAND SURVEYORS, ADOPTED BY THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS. SAID CERTIFICATION SHALL RUN ONLY TO THE PERSON FOR WHOM THE SURVEY IS PREPARED AND ON THEIR BEHALF TO THE TITLE COMPANY, GOVERNMENTAL AGENCY AND LENDING INSTITUTION LISTED HEREON AND TO THE ASSIGNEES OF THE LENDING INSTITUTION. CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
7. RIGHTS OF WAY NOT SHOWN ARE NOT CERTIFIED.
8. THE SURVEY CLOSES MATHEMATICALLY.
9. THE SEAWARD EDGE OF THE BOUNDARY SHOWN HEREON IS FROM THE LATEST RECORDED DEED OR THE FILED MAP AS NOTED.
10. LOT NUMBERS SHOWN REFER TO A SUBDIVISION MAP ENTITLED "LOT LINE MODIFICATION FOR K.M.F. PROPERTIES INC.", FILED IN THE SUFFOLK COUNTY CLERK'S OFFICE ON SEPTEMBER 17, 2003 AS MAP NO. 11001. SAID MAP IS A MODIFICATION OF PRIOR MAP ENTITLED "HAMPTON BEACH" SECTION 2, FILED JUNE 12, 1903 AS MAP NO. 187.

\*NOTE:  
LOTS 7 & 8  
MAP OF "LOT LINE MODIFICATION FOR  
K.M.F. PROPERTIES INC."  
FILED 9/17/2003 MAP NO. 11001  
S.C.T.M. DIST. 900 SEC. 385 BLK. LOT

R:/13056-13058/13057- -DUNE.DWG



AMERICAN ENGINEERING  
& LAND SURVEYING P.C.

1171 Old Country Road - ste. 6 - Plainview, NY 11803  
ph: 516.454.7500 . fax: 516.822.2743  
www.aelandsurveying.com

STEPHEN E. RAVN, P.E., L.S. (L.S. NO. 49664)

SURVEY OF PROPERTY\* SITUATED AT  
TOWN OF SOUTHAMPTON  
DUNE ROAD  
EAST QUOGUE, NEW YORK 11942

DATE: JULY 1, 2023 SCALE: 1"=50'

## **WHO CAN WE CONTACT IF WE HAVE MORE QUESTIONS?**

### **Southampton Town Attorney's Office**

James Burke, Town Attorney  
Kelly Doyle, Assistant Town Attorney  
Town Hall  
116 Hampton Road  
Southampton, NY 11968  
(631) 287-3065  
Email: [jburke@southamptontownny.gov](mailto:jburke@southamptontownny.gov)  
[kdoyle@southamptontownny.gov](mailto:kdoyle@southamptontownny.gov)  
[ngentzel@southamptontownny.gov](mailto:ngentzel@southamptontownny.gov)

### **New York State Department of Environmental Conservation**

Matthew Chlebus, Professional Engineer  
Coastal Erosion Management Section, Division of Water  
625 Broadway  
Albany, NY 12233  
(518) 402-8139  
Email: [matthew.chlebus@dec.ny.gov](mailto:matthew.chlebus@dec.ny.gov)

### **U.S. Army Corps of Engineers**

Mark Lulka, USACE Project Manager  
New York District  
Programs and Project Management Division  
26 Federal Plaza  
New York, NY 10278  
(917) 790-8205  
Email: [FIMP-Info@usace.army.mil](mailto:FIMP-Info@usace.army.mil)

## **WEBSITES FOR ADDITIONAL INFORMATION:**

FIMP website:

[www.nan.usace.army.mil/FIMP](http://www.nan.usace.army.mil/FIMP)

USACE Overall Project Briefing, August 2022:

<https://www.southamptontownny.gov/DocumentCenter/View/26558/FIMP-Overall-Project-Briefing-to-Communities---Aug-2022?bidId=>

Video of FIMP Presentation, Village of Quogue:

<https://youtu.be/HyhncYqhiZc>