INTEGRATED
FEASIBILITY REPORT
AND
ENVIRONMENTAL IMPACT STATEMENT

COASTAL STORM DAMAGE REDUCTION

BOGUE BANKS, CARTERET COUNTY

NORTH CAROLINA

APPENDIX H

Real Estate Plan

US Army Corps of Engineers
Wilmington District

_____ I

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SECTION 1. THE REAL ESTATE REPORT

1.1. STATEMENT OF PURPOSE

This report is tentative in nature, focuses on the Tentatively Selected Plan (TSP), and is to be used for planning purposes only. There may by modifications to the plans that occur during Preconstruction, Engineering and Design (PED) phase, thus changing the final acquisition area(s) and/or administrative and land cost. This Real Estate Plan is intended to support the Integrated Feasibility Report for the coastal storm damage reduction project and is written to the same level of detail. This report pertains specifically to the towns of Emerald Isle, Indian Beach, Salter Path, Pine Knoll Shores and Atlantic Beach which are located on Bogue Banks. Carteret County is the Non-Federal Sponsor for the project. The author of this report has inspected the Project areas. Date of this report is August 2013.

1.2. STUDY AUTHORITY

Coastal Storm Damage Reduction (CSDR) for Bogue Banks was originally studied in a 1984 Chief of Engineers report. None of the analyzed coastal storm damage reduction plans were found to be economically feasible at that time. This current study was conducted pursuant to a subsequent congressional resolution issued in 1998. The authorizing resolution states:

> **RESOLUTION ADOPTED JULY 23, 1998 BY THE UNITED STATES HOUSE OF REPRESENTATIVES:**
>
> *Resolved by the Committee on Transportation and Infrastructure of the United States House of Representatives, that the Secretary of the Army is requested to review the report of the Chief of Engineers dated November 27, 1984, on Bogue Banks and Bogue Inlet, North Carolina, and other pertinent reports, to determine whether any modifications of the recommendations contained therein are advisable at the present time in the interest of shore protection and related purposes for Bogue Banks, North Carolina.*

1.3. PROJECT LOCATION

The island of Bogue Banks, shown in Figure 1.3-1, is located in Carteret County near the center of North Carolina's coast. The island faces the Atlantic Ocean on the south and extends approximately 25.4 miles from Bogue Inlet on the west to Beaufort Inlet on the east. Bogue Sound separates Bogue Banks from the mainland to the north. Communities of the island, from west to east are Emerald Isle, Indian Beach, Salter Path, Pine Knoll Shores, and Atlantic Beach. To the east of Atlantic Beach is Fort Macon State Park. The island is, on average, approximately ½ mile wide.

The study area is roughly the incorporated towns located on Bogue Banks in Carteret County, North Carolina. The study area extends from Bogue Inlet at the west end to Atlantic Beach on the east end, approximately 23 miles. For coastal engineering analysis the study area extends another 2 miles eastward through Fort Macon and Beaufort Inlet, although this area is not being considered for coastal storm damage reduction. From the ocean shoreline the study area extends landward approximately 500 feet. Seaward the study area extends from the shoreline

approximately 1 mile. The study area also includes three offshore borrow sites lying 1 to 8 miles from the shoreline (shown in Figure 1.3-1), including a portion of the Offshore Dredged Material Disposal Site (ODMDS) which is labeled as Q2.

Figure 1.3-1 - Vicinity map, including potential offshore borrow locations (Y, U, O2)

1.4. PROJECT DESCRIPTION

The TSP, which is also the NED Plan, consists of a 119,670 ft (22.7 miles) long main beachfill, with a consistent berm profile across the entire area, and dune expansion in certain portions (approximately 5.9 miles of the project). The main beachfill is bordered on either side by a 1,000 ft tapered transition zone berm. Renourishment cycles are expected to occur every three years after initial construction. Typical cross sections for the berm profile and dune expansion are shown below in Figures 1.4-1 and 1.4-2. More detailed information is available in the Coastal Engineering Appendix A.

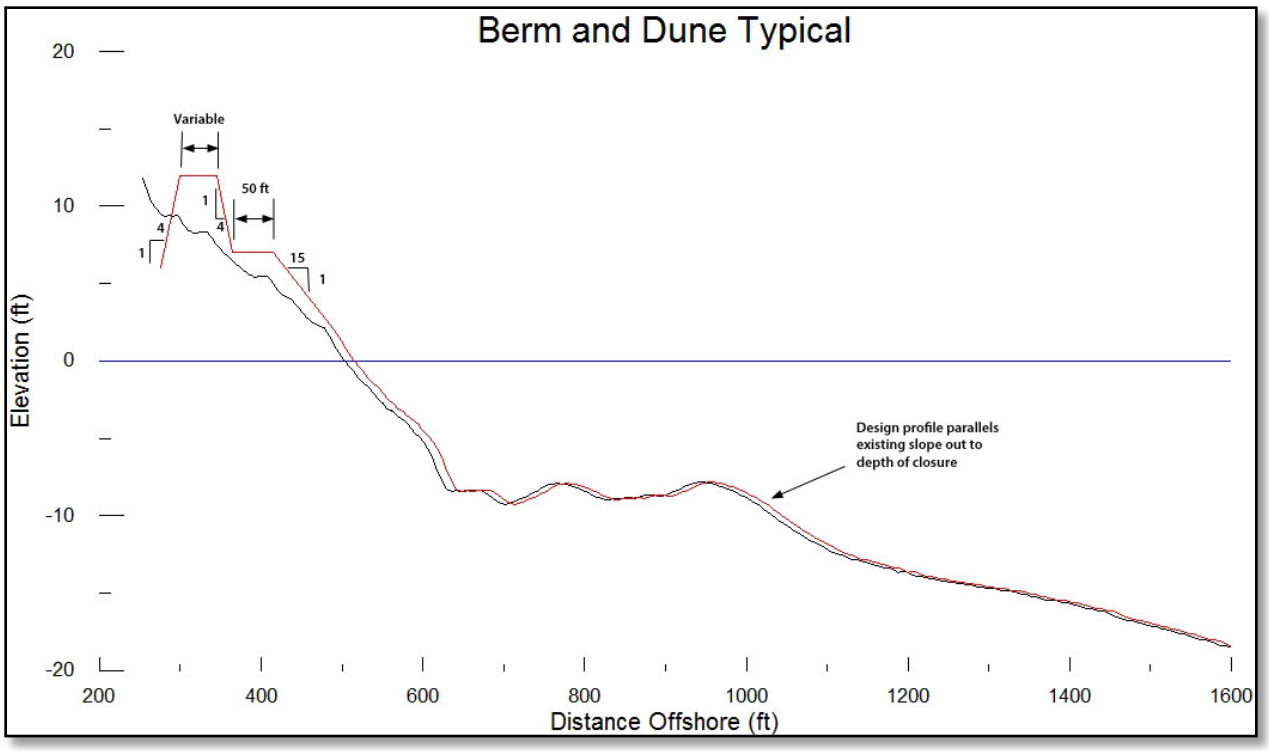

Figure 1.4-1 – Typical Dune and Berm Cross Section

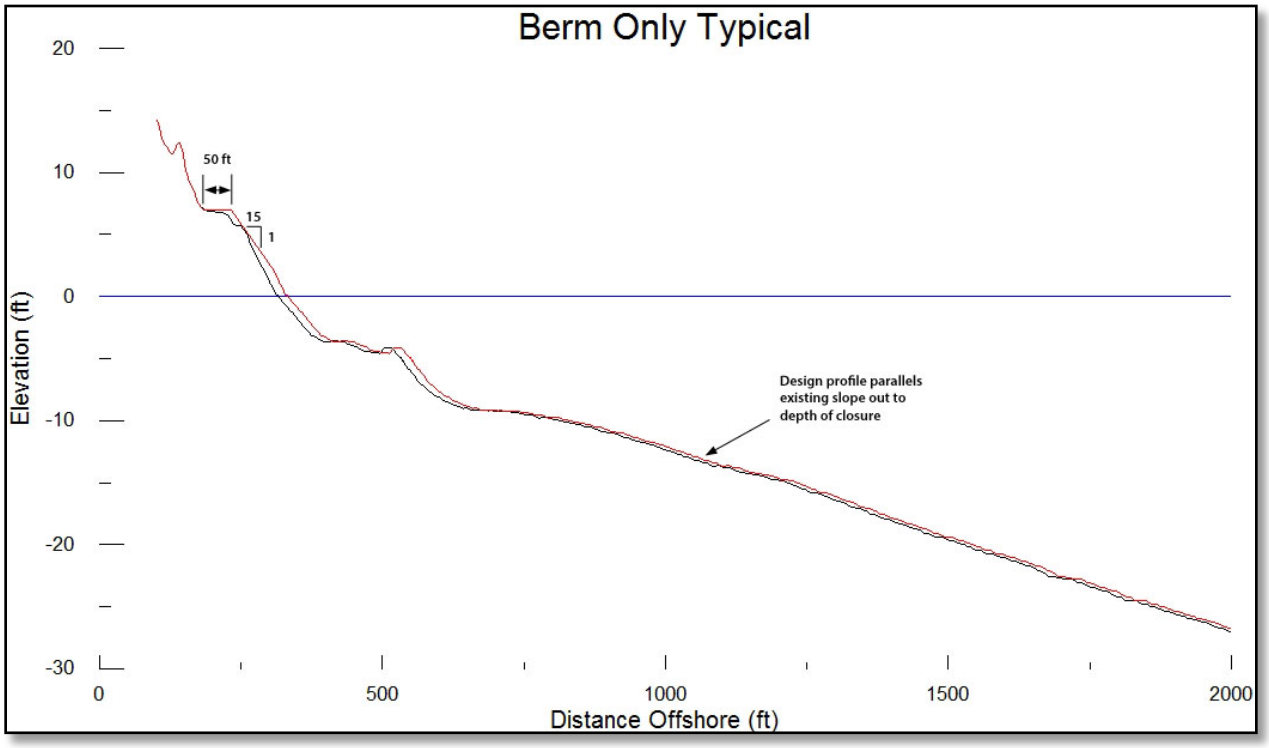

Figure 1.4-2 - Typical Berm Only Cross Section

The dimensions representing berm and dunes for the recommended plan are summarized in Table 1.4-1 below. While the recommended plan dune conditions vary the recommended berm for the plan is consistent at 50 feet throughout the project area. The berm elevations for the recommended plan mirror the existing conditions and are +5.5 feet NAVD for reaches 1, 11, and 12. The remaining project area berm elevation is set at +7 feet NAVD.

Table 1.4-1

TSP Main Beachfill Dimensions

Reaches	Length (ft)	Landward Dune Slope (X:1)	Max Dune Elevation (ft)	Dune Width (ft)	Seaward Dune Slope (X:1)	Berm Height (ft)	Berm Width (ft)	Berm Seaward Slope (X:1)
4-10	4,876	4	16	95	-4	5.5	50	-15
11-15	5,633	4	15	45	-4	7	50	-15
16-21	6,891	4	20	10	-4	7	50	-15
22-92	82,053	4	x	x	-4	7	50	-15
93-110	15,274	4	18	40	-4	5.5	50	-15
111-117	4,943	4	x	x	-4	5.5	50	-15

Sand for the beachfill would be delivered from offshore borrow areas by dredge. Three offshore borrow locations were identified as sources for providing enough compatible material for a 50 year beachfill project. These three areas were depicted in Figure 1.3-1 earlier in this report, and consist of Borrow Area Y (approximately 1-3 miles offshore the western end of Bogue Banks, Borrow Area U (approximately 4-5 miles offshore of the center of Bogue Banks), and the ODMDS (approximately 3-5 miles offshore the eastern end of Bogue Banks).

1.5 REAL ESTATE REQUIREMENTS

The requirements for lands, easements, rights-of-way and relocations, and disposal/borrow areas (LERRDs) include the right to construct a dune and berm system along the shoreline of Bogue Banks within the project limits. Privately owned properties included in the Project are considered to be in fee simple ownership. Impacted parcels within the project limits are 897 at Emerald Isle, 76 at Indian Beach, 214 at Pine Knoll Shores and 283 at Atlantic Beach for a total of 1470 impacted parcels. Figure 1.5-1 shows a typical reach of the project where structures are present. Improvements in the proposed easement area are walkways, beach access crossovers and one fishing pier. The Storm Damage Reduction Easement does allow owners to build and maintain walkover structures subject to sponsor approval. Damage to the existing structures within the acquired easement area is not compensable and not creditable as the easement allows for the removal of obstructions or obstacles within the limits of the easement. However, every effort is made during construction to avoid damage to structures. The landward construction line for the project is placed to minimize effects on existing structures, to parallel the existing shoreline, to allow the Perpetual Beach Storm Damage Reduction Easement to extend about 20 ft. landward of the dune toe, and to tie the fill into the existing elevations. Land lying below MHW is owned by the State. A permit will be obtained from the North Carolina Department of Administration, State Property Office to allow for placement of sand seaward of MHW.

Figure 1.5-1 – Typical Reach of Project

There are no easements for public water or power located within the proposed Project area. The Town of Emerald Isle owns 4 parcels within the project area, the Town of Indian Beach owns 1 parcel within the project area, the Town of Pine Knoll Shores owns 2 parcels within the project area, the Town of Atlantic Beach owns 5 parcels within the project area, and the State of North Carolina owns 2 parcels within the project area. According to the tax maps there are approximately 98 public access points to the beach within the project limits.

Access to the Project will be by public roads and rights of way. There are sufficient access areas along the beach at the ends of public streets and at public access areas for contractors to move pipe and construction equipment onto the beach. Staging areas will be acquired under Temporary Work Area Easements. Areas identified for staging at Emerald Isle include the Western Regional Access (Figure 1.5-2) owned by the Town of Emerald Isle and the Eastern Regional Access (Figure 1.5-3) owned by the State of North Carolina. The Indian Beach Access (Figure 1.5-4) is a public access at Indian Beach/Salter Path. The Iron Steamer Regional Access (Figure 1.5-5) and Knollwood Access (Figure 1.5-6) are both owned by the Town of Pine Knoll Shores, and the Circle Regional Access (Figure 1.5-7) and Tom Doe Regional Access (Figure 1.5-8) are owned by the Town of Atlantic Beach. All staging and placement of pipe is expected to be within public areas or acquired easements.

Permits and/or consent agreements for sand removal from those portions of the borrow areas within 3 nautical miles of the shore will be from the appropriate state agencies. If sand mining

extends outside the state limits into the Outer Continental Shelf (OCS), a noncompetitive negotiated agreement is required from the Bureau of Ocean Energy Management (BOEM). The OCS is a zone that generally extends from 3 nautical miles seaward of the coastal State boundaries out to 200 nautical miles. Any required permitting to borrow from sources within the OCS will be addressed during the National Environmental Policy Act (NEPA) and Environmental Impact Statement (EIS) process.

There is one pier located within the study area, Bogue Inlet Pier, which is located at Emerald Isle and is privately owned and operated. Historically, in prior projects in North and South Carolina, fishing piers and their associated buildings have never been acquired, regardless of their location in relation to project lines. The primary reason is the significant economic impact that it would have on the community. Traditionally easements are acquired up to the face of the structures and beneath the pier. For purposes of this report, it is assumed that neither the pier nor appurtenances will be acquired. No values have been estimated for this structure. The pier is shown in Figure 1.5-9.

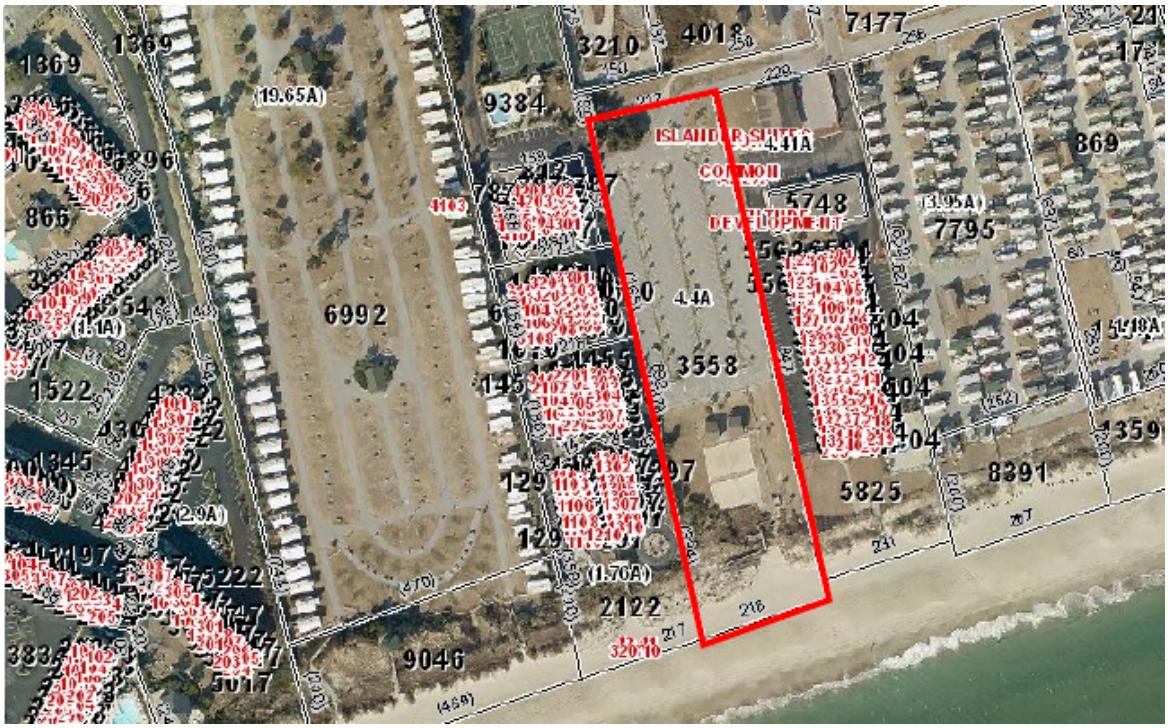

Figure 1.5-2 – Western Regional Access – Emerald Isle

Figure 1.5-3 – Eastern Regional Access – Emerald Isle

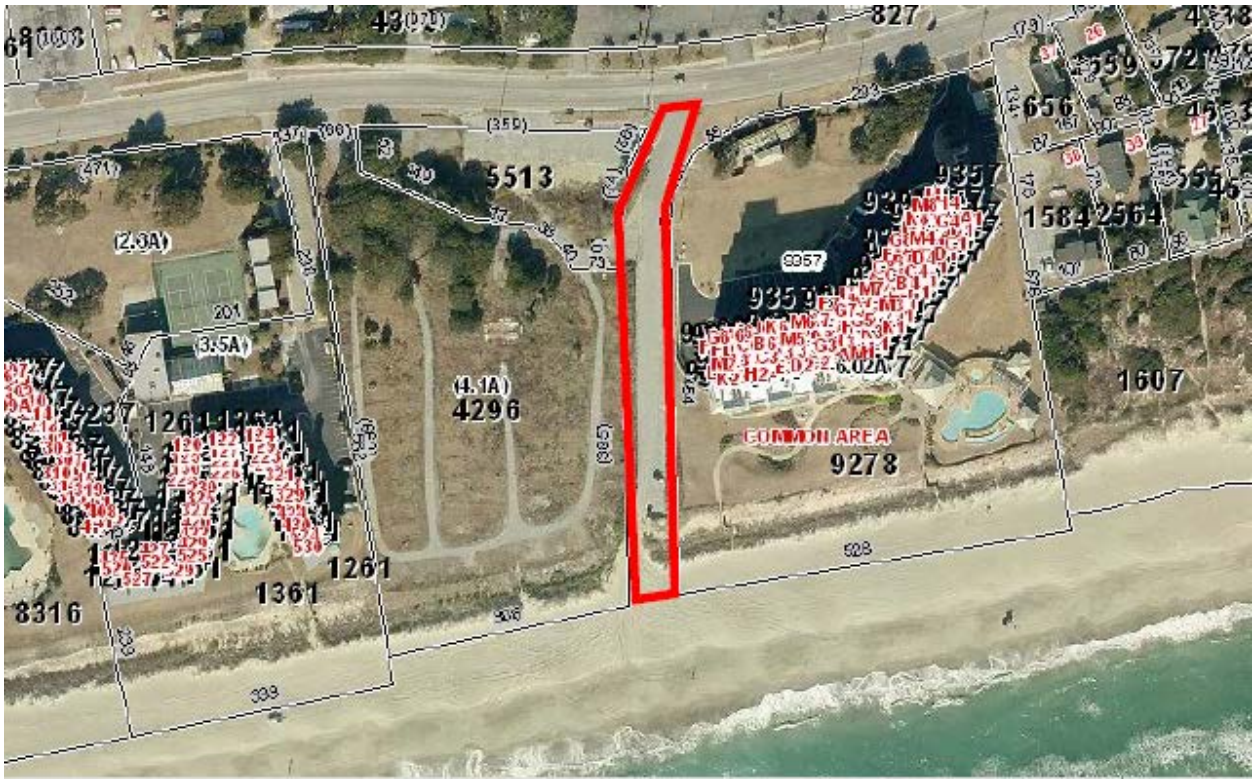

Figure 1.5-4 – Indian Beach Access at Indian Beach /Salter Path

Figure 1.5-5 – Iron Steamer Regional Access – Pine Knoll Shores

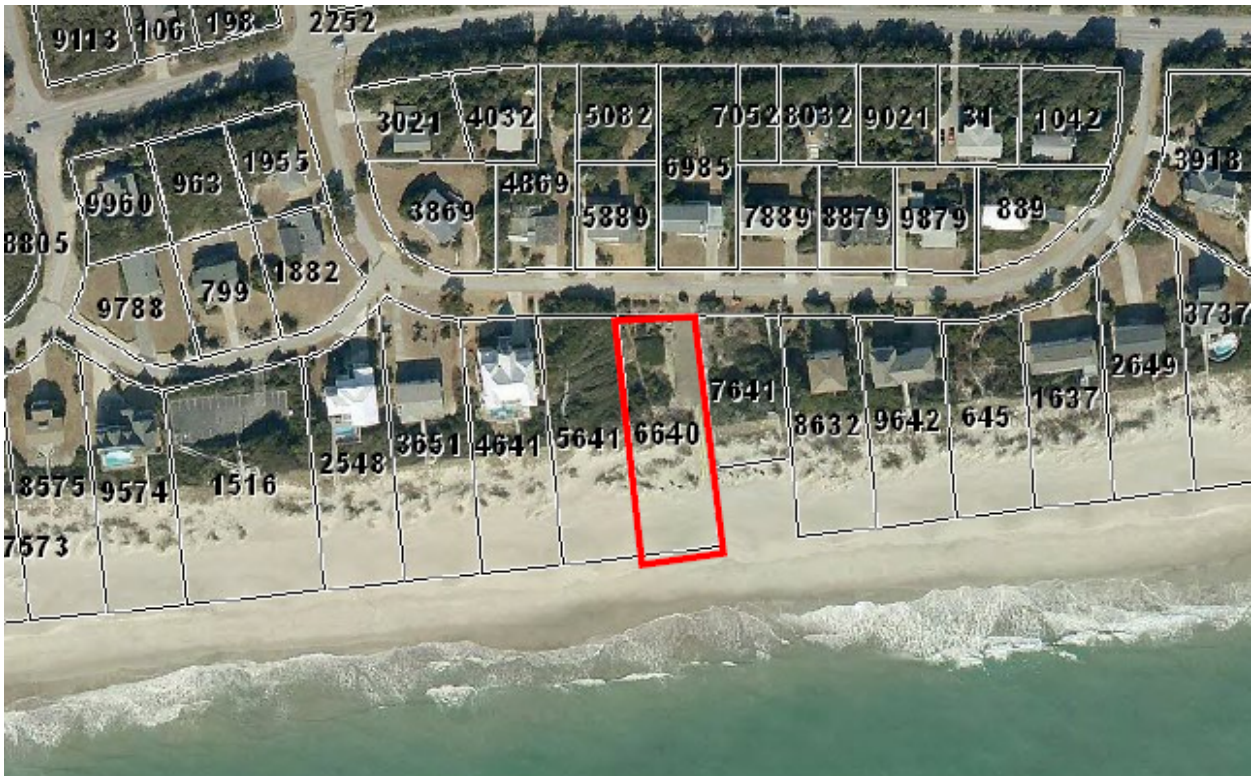

Figure 1.5-6 – Knollwood Access – Pine Knoll Shores

Figure 1.5-7 – Circle Regional Access – Atlantic Beach

Figure 1.5-8 – Tom Doe Regional Access – Atlantic Beach

Figure 1.5-9 – Bogue Inlet Pier – Emerald Isle

Acquisition of lands under the proposed Perpetual Beach Storm Damage Reduction Easement will be along the existing dune system where one is located. Based on a ground examination, it appears that there will be no adverse impact to the upland portion of ownership. Improvements in the proposed easement area are walkways, beach access crossovers and the fishing pier. Private landowners have the option to remove their walkways to the beach prior to the start of project construction if they so desire in an effort to avoid damage to the walkways during construction. However, after construction of the project, the landowner would have to obtain a permit from the local authority to replace the walkway. It is noted that any walkway that may be damaged during construction would most probably be at least partially located within the proposed easement area. Within the easement area we have the right to remove any structures if necessary that may impact construction of the project. While every effort will be made to avoid damage to an existing walkway, no guarantee can be made that no damage will occur. Should damage occur to a walkway, a landowner is not entitled to any compensation for such damage and repair to a walkway is not considered to be a creditable item. The Storm Damage Reduction Easement does allow owners to build and maintain walkover structures subject to sponsor approval. It is noted that walkovers constructed by landowners after project construction may be subject to impact by subsequent nourishment events.

Project maps and county tax parcel maps were used to identify the number of easements that may be required to construct the project area. After careful consideration a determination was made to count each parcel within the project limits as a potential easement required for the project. The project maps and tax maps show parcel lines based on original subdivision plats. The problem in estimating comes in that a large portion of the easement falls into the area between the property lines as shown on the maps and MHW. Defining ownership of those areas this early in the planning stages is difficult due to the numbers of landowners along the beach strand. In randomly pulling deeds on different tax parcels, it is noted that some deeds reference ownership based on reference to a lot and block number as shown on a recorded subdivision plat or an actual metes and bounds description and reference to a particular plat map. They do not specifically state ownership to Mean High Water (MHW) of the Atlantic Ocean. However, some parcels are indicated on the project maps or tax maps as having lot lines as shown by a subdivision line but the deed references ownership to MHW of the Atlantic Ocean. Per the project maps, the projected easement line may very well appear to lie seaward of the lot line. Consequently, at first look, it would appear that the parcel is not impacted; however the deed may define ownership going to MHW of the Atlantic, so in fact the parcel is impacted. Without searching title to each oceanfront parcel it cannot be determined who actually owns the property to MHW. In view of this, it seems prudent for planning purposes to assume that an easement may be needed from each property owner in the project.

The towns within the project limits have acquired a number of perpetual easements for beach renourishment over the past years for local projects at Bogue Banks. Emerald Isle has approximately 866 easements, Pine Knoll Shores has approximately 174 easements and Atlantic Beach has approximately 150 easements for a total of 1190 existing local easements. Each of these easements has not been reviewed but based on the deed samples provided by the Towns, the easement language used is the standard Perpetual Beach Storm Damage Reduction Easement. To reduce project cost and acquisition time, CESAS-RE requests approval to use those existing easements that are deemed sufficient for the project and also requests a delegation to the District to determine sufficiency of easements. During PED phase each deed will have to be reviewed for sufficiency. This will include confirmation that the deed is in fact perpetual, that it is not granted for a specific project and that it contains the “the right of public use and access” language. The easement will have to be assigned to the sponsor for the project and recorded in the Carteret County Register of Deeds. If an easement is deemed not sufficient for use then a new standard easement will have to be acquired by the sponsor. An assumption is made that approximately 75 percent or 893 of the 1190 existing easements may be usable for the project leaving approximately 577 new easements to be acquired. The number of new easements to be acquired could either increase or decrease based on the number of local easements determined to be sufficient for the project. A copy of a representative local easement is at Exhibit A.

The North Carolina Coastal Area Management Act (CAMA), enacted in 1974 and amended 1 April 1987, designated sensitive environmental areas within its 20-county coastal jurisdiction as Areas of Environmental Concern (AEC). Within an AEC, development must conform to specific regulations, which are designated to promote and protect environmental values as set out in CAMA and in the AEC development regulations. There are four categories of AECs: the estuarine system, the ocean hazard system, public water supplies, and natural and cultural resource areas. All of the properties within the project boundaries will probably fall within the ocean hazard system AEC. The most important requirement of this AEC is that no construction

is permitted within 60 feet of the first line of stable natural vegetation. The effect of the 60-foot CAMA (rear) setback coupled with the zoning setback for front yards is to effectively render some lots undevelopable since the remaining buildable land will be too small to permit construction of most structures.

Local sponsors must meet requirements for public access every ½ mile within the project limits to participate in cost sharing with the Federal Government for the project. These areas should be acquired either in fee or perpetual easement. Acquisition of public beach access points or parking areas that are necessary for compliance in cost sharing is strictly a sponsor responsibility and is not considered a project cost. Accordingly, any land cost or administrative cost incurred with the acquisition of public access points or parking areas is not considered a creditable expense towards project cost. Appendix I Parking and Access contains more detailed information.

1.6. UTILITY/FACILITY RELOCATION

The term "relocation" shall mean providing a functionally equivalent facility to the owner of an existing utility, cemetery, highway or other public facility or town when such action is authorized in accordance with applicable legal principles of just compensation or as otherwise provided by Federal statute or any project report or House or Senate document referenced therein. Providing a functionally equivalent facility may take the form of adjusting, altering, lowering, raising, or replacement and attendant removal of the affected facility or part thereof. It is important to note that relocation assistance under Public Law 91-646 relates specifically to displaced persons, and should be distinguished from the separate concept of facility or utility relocations. There are no utility or facility relocations in this project.

1.7. EXISTING PROJECTS

See Section 1 subtitle “Existing Federal and Non-Federal Projects “in the main report for information on other projects in the area. Any credits to the non-federal sponsor for lands provided as an item of local cooperation for other Federal project cannot be duplicated as credit for the proposed hurricane and storm damage reduction project.

1.8. ENVIRONMENTAL IMPACTS

No adverse environmental impacts are expected as a result of the project.

1.9. PROJECT SPONSOR RESPONSIBILITIES AND CAPABILITIES

The County of Carteret will be the non-Federal Project Sponsor (NFS) for the project. The NFS has the responsibility to acquire all real estate interests required for the Project. The NFS shall accomplish all alterations and relocations of facilities, structures and improvements determined by the government to be necessary for construction of the Project. The sponsor will have operation and maintenance responsibility for the project after construction is completed.

Title to any acquired real estate will be retained by the Project Sponsor and will not be conveyed to the United States Government. Prior to advertisement of any construction contract, the NFS shall furnish to the government an Authorization for Entry for Construction (Exhibit “B” to the Real Estate Appendix) to all lands, easements and rights-of-way, as necessary. The NFS will also furnish to the government evidence supporting their legal authority to grant rights-of-way to such lands. The NFS shall comply with applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, approved 2

January 1971, and amended by Title IV of the Surface Transportation Uniform Relocation Assistance Act of 1987, Public Law 100-17, effective 2 April 1989, in acquiring real estate interests for the Project, and inform all affected persons of applicable benefits, policies, and procedures in connection with said Act(s). A form for the Assessment of the Non-Federal Sponsor's Capability to Acquire Real Estate is at Exhibit "C" to the Real Estate Appendix.

The non-Federal sponsor is entitled to receive credit against its share of project costs for the value of lands it provides and the value of the relocations that are required for the project. Generally, for the purpose of determining the amount of credit to be afforded, the value of the LER is the fair market value of the real property interest, plus certain incidental costs of acquiring those interests, that the non-federal sponsor provided for the project as required by the Government. In addition, the specific requirements relating to valuation and crediting contained in the executed PPA for a project must be reviewed and applied. For shore damage reduction projects, lands subject to shore erosion, that are required for project purposes and that must be provided by the non-federal sponsor must be appraised for crediting purposes considering special benefits in accordance with relevant Federal statutes and Department of Justice guidance.

The NFS should not acquire lands required for the project prior to execution of the Project Partnership Agreement (PPA). Should the NFS proceed with acquisition of lands prior to execution of the PPA, it is at the risk of not receiving credit or reimbursement for any costs incurred in the connection with the acquisition process should the PPA not be signed. There is also risk in acquiring lands either not needed for the project or not acquired in compliance with requirements for crediting purposes in accordance with 49 CFR Part 24, dated March 2, 1989. Letters advising the NFS of the risks of early acquisition are at Exhibit "D".

1.10. GOVERNMENT OWNED PROPERTY

There is no land owned by the Federal Government within the proposed project.

1.11. HISTORICAL SIGNIFICANCE

The potential for encountering shipwreck or other cultural material over offshore portions of the project area is considered high. Significant numbers of vessel losses are documented for the Bogue banks area and Bogue and Beaufort inlets. No known submerged cultural resources are located within the ODMDS. See Section 2.08 Cultural Resources in the main report for further discussion.

1.12. MINERAL RIGHTS

There are no known mineral activities within the scope of the proposed project.

1.13. HAZARDOUS, TOXIC, AND RADIOACTIVE WASTE (HTRW)

A search of the USEPA Brownfields-Cleanups, Cleanups, and Resource Conservation and Recovery Act Information (RCRA Info) showed no documented hazardous material spills or environmental issues within the project area. See Section 2.13 Hazardous, Toxic and Radioactive Wastes (HTRW) in the main report for further discussion.

1.14 ZONING ORDINANCES

Zoning ordinances are not of issue with this project. Application or enactment of zoning ordinances is not to be used in lieu of acquisition.

1.15 NAVIGATION SERVITUDE

Exercise of Navigation Servitude is not applicable to the subject project as the focus of the project is for storm damage reduction rather than for commerce related purposes and there is no nexus to navigation.

1.16. PUBLIC LAW 91-646, RELOCATION ASSISTANCE BENEFITS

Public Law 91-646, Uniform Relocation Assistance provides entitlement for various payments associated with federal participation in acquisition of real property. Title II makes provision for relocation expenses for displaced persons, and Title III provides for reimbursement of certain expenses incidental to transfer of property. There will be no relocations in this project.

1.17. ATTITUDE OF PROPERTY OWNERS

There is no known opposition from landowners to the project.

1.18. ACQUISITION SCHEDULE

The project sponsor is responsible for acquiring real estate interests required for the project. However, It is projected that acquisitions will take approximately 24-36 months, and can begin when final plans and specs have been completed and the PPA has been executed. The Project Sponsor, Project Manager and Real Estate Technical Manager will formulate the milestone schedule upon project approval to meet dates for advertisement and award of a construction contract.

1.19. ESTATES FOR PROPOSED PROJECT

The standard Perpetual Beach Storm Damage Reduction Easement will be used for those parcels where easements are required to construct the project. The Temporary Work Area Easement will be used for the staging areas. A non–standard estate (NSE) for use in the project if necessary has been approved by the Chief of Real Estate, Savannah District. The NSE and approval memorandum is at Exhibit D.

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT.

A perpetual and assignable easement and right-of-way in, on, over and across (the land described in Schedule A) (Tract No. __) for use by the (Sponsor), its representatives, agents, contractors, and assigns, to 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; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the **Bogue Banks Coastal Storm Damage Reduction Project**, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the

limitation of access to dune areas; to 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; reserving, however, 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 the (designated representative of the Project Sponsor) and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving 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.

Temporary Work Area Easement

A temporary easement and right-of-way in, over and across (the land described in Schedule A) (Tracts Nos. _____, _____, and _____), for a period not to exceed _____, beginning with date possession of the land is granted to the United States, for use by the United States, its representatives, agents, and contractors as a (borrow area) (work area), including the right to (borrow and /or deposit fill, spoil and waste material thereon) (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 **Bogue Banks Coastal 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.

1.20 INDUCED FLOODING

There will be no flooding induced by the construction or the operation and maintenance of the project.

1.21. REAL ESTATE ESTIMATE

Due to offsetting benefits, the Perpetual Beach Storm Damage Reduction Easements are determined to have a $0 value. As a matter of policy the Federal Rule of offsetting benefits is applied in determining credit for storm damage reduction projects. The North Carolina Court of Appeals in June 2000, held in NC Department of Transportation V. Rowe, (97-1470-2) that special project benefits may offset compensation due for a taking and that general project benefits may not offset compensation. This interpretation of North Carolina general statutes is consistent with the Federal Rule.

In the valuation of lands for the project, it is assumed that all lots are buildable in the before value. Since the before value and the after value of the lots will remain the same, or possibly increase due to an improved dune structure, the Before Value and the After Value are identical. In the after value, the lands will be subject to a perpetual beach renourishment easement. Though data at other beaches has shown an increase in value of lots once they were protected

by a renourishment project, no local data was available which suggests the "After Value" of the land will be higher as a result of this project. There is an indication that the lots would have superior damage reduction from storm damage and, therefore, would not have a lower value.

The estimated real estate costs at Table 1.21-1 include land and improvement values and federal and non-federal administrative costs. The land costs that are listed are due to the projected costs for staging areas. The administrative costs are based on historical costs of prior projects constructed along the east coast in South Atlantic Division and include title and legal services, survey, appraisal, document preparation and other real estate related items. As explained in Section 1.5, an assumption is made that approximately 893 existing easements may be usable for the project. A reduced administrative cost is used for deed review, preparation of assignments and recordation of the assignments. A higher cost is used for acquisition of approximately 577 new easements. A 25% contingency is applied to the estimate. This figure may either increase or decrease based on the number of existing easements determined to be sufficient for the project.

Table 1.21-1

Real Estate Cost Estimate for Bogue Banks

a. Lands		
7 Ownerships - TWA Easement (Staging Areas)		628,300
b. Improvements		0
(Residential)		0
(Commercial)		
c. Mineral Rights		0
d. Damages		0
e. P.L. 91-646 Relocation costs		0
f. Acquisition Cost - Admin (1470 ownerships)		2,888,450
Use @ 893 Existing Easements		
Federal	223,250	
Non-Federal	357,200	
Acquire @577 New Easements		
Federal	346,200	
Non-Federal	1,961,800	
Sub-Total		3,516,750
Contingencies (24%)		844,020
TOTAL		**4,360,770**
ROUNDED TO		**4,361,000**

1.22. CHART OF ACCOUNTS

The estimated real estate costs below include land and improvement values and federal and non-federal administrative costs. The land costs that are listed are due to the projected costs for staging areas. The administrative costs are based on historical costs of prior projects constructed along the east coast in South Atlantic Division and include title and legal services, survey, appraisal, document preparation and other real estate related actions.[1] The cost estimate for all Federal and non-Federal real estate activities necessary for implementation of the project after completion of the feasibility study for land acquisition, construction, LERRD, and other items are coded as delineated in the Cost Work Breakdown Structure (CWBS). This real estate cost estimate is then incorporated into the Total Current Working Estimate utilizing the Microcomputer Aided Cost Engineering System (MCACES).

Table 1.22-1.

Chart of Accounts

		NON-FEDERAL	FEDERAL	TOTALS
01A	PROJECT PLANNING			
	Other			
	Project Cooperation Agreement			
01AX	Contingencies (24%)			
	Subtotal			
01B	LANDS AND DAMAGES			
01B40	Acq/Review of PS	2,319,000		2,319,000
01B20	Acquisition by PS		569,450	569,450
01BX	Contingencies (24%)	556,560	136,668	693,228
	Subtotal	2,875,560	706,118	3,581,678
01H	AUDIT			
01H10	Real Estate Audit			
01HX	Contingencies (24%)			
	Subtotal			
01R	REAL ESTATE LAND PAYMENTS			
01R1B	Land Payments by PS	628,300		628,300
01R2B	PL91-646 Relocation Pymt by PS			
01R2D	Review of PS			
01RX	Contingencies (24%)	150,792		150,792
	Subtotal	779,092		779,092
	TOTALS	**3,654,652**	**706,118**	**4,360,770**
	ROUNDED TO			**4,361,000**

[1] Administrative cost for existing local easements is based on $400 per tract for non-federal and $250 for federal. Administrative cost for new easements is based on $3400 per tract for non-federal and $600 per tract for federal.

REAL ESTATE PLAN CERTIFICATION

This Real Estate Appendix has been prepared in accordance with policy and guidance set forth in ER 405-1-12, Chapter 12, Real Estate Planning and Acquisition Responsibilities for Civil Works Projects.

Prepared by:

Realty Specialist

Reviewed and approved by:

Ralph J. Werthmann
Chief, Real Estate Division

EXHIBITS

Exhibit A – Local Easement Proposed for Use in Federal Project

Exhibit B - Authorization for Entry for Construction

Exhibit C - Non-Federal Sponsor Assessment of Capability to Acquire Real Estate

Exhibit D - Risk Letters

Exhibit E - Non Standard Estate Approval

NORTH CAROLINA, CARTERET COUNTY
The foregoing certificate(s) of Notary Public(s) is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Melanie Arthur, Register of Deeds
By _____
Asst./Deputy, Register of Deeds

Return to: Kirkman & Whitford

ATLANTIC BEACH BEACH RENOURISHMENT EASEMENT

OWNER: Point Inlet

PROPERTY: **In the Town of Atlantic Beach, Carteret County, North Carolina and being more particularly described as:**

See Attached Exhibit A

(As used in this document the masculine, feminine, and neuter genders are interchangeable and the singular includes the plural. Further, the Property may be common area of a condominium project or planned development and the Owner may be an owners association with jurisdiction over said Property.)

This EASEMENT is granted for purposes of reference the 15th day of February, 2003 by the above named Owner to the Town of Atlantic Beach (hereinafter "Town"), a municipal corporation.

From time to time the Atlantic Ocean beaches and ocean front sand dune system within the city limits of the Town need to be renourished or restored by the placing or distribution of sand thereon by various means. Most beach and sand dune renourishment activity takes place on public trust beaches, but occasionally renourishment sand is placed on private ocean front property. The Owner's Property is located adjacent to the public trust Atlantic Ocean beach within the city limits of the Town. The Town, to facilitate future beach renourishment and sand dune restoration projects, has requested that Owner grant a perpetual easement for the placement of sand on that part of Owner's Property described below adjacent to the beach strand. Owner agrees according to the terms hereof.

NOW THEREFORE, in consideration of the potential beach strand and sand dune stability resulting from renourishment projects, and the potential preservation of Owner's Property and preservation of the value of said Property, Owner does give, grant, and convey to the Town, its successors and assigns a perpetual easement and right of way as follows:

1. <u>EASEMENT AREA</u>: The easement area for purposes of beach renourishment and stabilization and sand dune restoration is that part of Owner's Property which (i) visibly appears as a part of the Atlantic Ocean beach strand and which is covered with little or no vegetation, (ii) is seaward of the last line of stable vegetation, (iii) is within the frontal sand dune adjacent to said beach strand, or (iv) is seaward of the crest of the erosion escarpment.

2. <u>EASEMENT RIGHTS; RESERVATION OF RIGHTS</u>: The Town and its representatives, agents, employees, officials, engineers, consultants, surveyors, contractors, subcontractors, permittees, invitees and assignees, are authorized to enter the easement area to evaluate, survey, inspect, 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, to nourish and renourish periodically, to move, store and remove construction equipment and supplies, to erect and remove temporary structures, and to perform any other work necessary and incident thereto together with the right of public use and access over that part of the easement area where sand is deposited pursuant to this easement; to plant vegetation on said dunes and berms, to erect, maintain and remove silt screens and sand fences, to facilitate preservation of dunes and vegetation through the limitation of access to dune areas, to 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; RESERVING HOWEVER TO OWNER, his successors and assigns, the right to construct dune walkover 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 specification for such structures is obtained from the Town and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the work authorized herein; and further reserving to Owner his successors and assignees all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired. Owner agrees to neither remove nor grade (except for finish grading with hand tools) sand placed in the easement area or in the adjacent public trust beach once deposited in a government funded renourishment project without the written permission of the Town or other governmental agency sponsoring such project.

3

Exhibit A

3. NO DAMAGE TO "PERMANENT" IMPROVEMENTS. Nothing contained herein shall authorize the Town, or anyone operating under license or permission of the Town, to move or damage any permanent improvement within the easement area. If the Town needs for Owner's permanent improvements in the easement area to be removed or relocated in connection with a renourishment or stabilization project, the Owner will be so notified, and the parties will in good faith negotiate for such removal or relocation. In the event of inadvertent damage, the Town agrees to restore the same to its condition prior to the damage. Notwithstanding the foregoing, the Town shall have no responsibility to restore improvements that have been severely damaged by beach or sand dune erosion, or ocean over wash, or that are further damaged during an emergency beach renourishment or stabilization project following a natural disaster.

4. ASSIGNMENT OF RIGHTS. The Town shall have the right to temporarily or permanently assign its rights under this instrument to the federal, state, or county governments, or any agencies or departments thereof or any governmental authority formed to implement beach renourishment and stabilization on Bogue Banks.

5. RUNS WITH THE LAND. This easement shall be binding on the Owner, and his heirs, successors and assigns, and shall run with the title of the Property.

IN WITNESS WHEREOF this instrument is executed by the Owner under seal.

POINT INLET

_____(SEAL)
Owner/Manager

_____(SEAL)
Owner

STATE OF North Carolina
COUNTY OF Nash

I, a Notary Public of the County and State aforesaid, do hereby certify that _____
William H. Batchelor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 8th day of April, 2003.

ELIZABETH O. ROBBINS
NOTARY PUBLIC
NASH COUNTY, NC

(Notary's seal or stamp)

Elizabeth O. Robbins
Notary Public

My commission expires:

03-03-04

EXHIBIT A

Beginning at a point in the centerline of Commerce Way 125 feet southerly of its intersection with the centerline of Asbury Avenue as shown on map of Club Colony recorded in Map Book 2, Page 48, Carteret County Registry; thence along the centerline of Commerce Way South 03 degrees 00 minutes West 470.95 feet to a stake at the high water mark of the Atlantic Ocean; thence along the high water mark of the Atlantic Ocean, North 80 degrees 19 minutes 42 seconds West 71.48 feet to a stake, cornering; thence North 03 degrees 00 minutes East 377.42 feet to a stake, cornering; thence North 87 degrees 00 minutes West 22.0 feet to a stake, cornering; thence North 03 degrees 00 minutes East 81.0 feet to a stake, cornering; thence South 87 degrees 00 minutes East 93.0 feet to a point in the centerline of Commerce Way, the point of beginning, and being the identical property conveyed by A. Don Stallings and wife, Billie J. Stallings to The Eagle's Nest Company by deed dated March 17, 1984, duly recorded in the Carteret County Registry, and further being the identical property as shown on Exhibit A attached to the Declaration of Co-Ownership Interests dated March 17, 1984, for Dwellings A and 1B and incorporated herein by reference.

AUTHORIZATION FOR ENTRY FOR CONSTRUCTION

I _____, _____ for the
(Name of accountable official) (Title)

(Sponsor Name), do hereby certify that the (Sponsor Name) has acquired the real property interest required by the Department of the Army, and otherwise is vested with sufficient title and interest in lands to support construction for (Project Name, Specifically identified project features, etc.). Further, I hereby authorize the Department of the Army, its agents, employees and contractors, to enter upon _____ to construct
(identify tracts)

(Project Name, Specifically identified project features, etc.) as set forth in the plans and specifications held in the U. S. Army Corps of Engineers' (district, city, state)

WITNESS my signature as _____ for the
(Title)

(Sponsor Name) this _____ day of _____, 20_____.

BY: _____
(Name)

_____
(Title)

ATTORNEY'S CERTIFICATE OF AUTHORITY

I, _____ , _____ for the
(Name) (Title of legal officer)

(Sponsor Name), certify that _____ has
(Name of accountable official)

authority to grant Authorization for Entry; that said Authorization for Entry is executed by the proper duly authorized officer; and that the Authorization for Entry is in sufficient form to grant the authorization therein stated.

WITNESS my signature as _____ for the
(Title)

(Sponsor Name), this_____day of_____, 20___.

BY: _____
(Name)

_____
(Title)

Exhibit B

Assessment of Non-Federal Sponsor's
Real Estate Acquisition Capability
Carteret County – Bogue Banks

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 to eminent domain for this project? Yes

c. Does the sponsor have "quick-take" authority for this project? Yes

d. Are any of the land/interests in the land required for this 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? Yes – The State of North Carolina owns land in the project area; however condemnation will not be an issue as the State is cooperative in all coastal storm damage reduction projects

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 – However, SAS-RE will meet with the sponsor prior to PED phase to fully explain the acquisition process for the project

b. If the answer to II.a. is "yes", has a reasonable plan been developed to provide such training? NA)

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 work load, 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 – Possibly general guidance

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? No – Schedule will be developed prior to PED and will be a joint effort of RE, Sponsor and PM

IV. Overall Assessment:

a. Has the sponsor performed satisfactory on other USACE projects?
Yes – Morehead City 933

b. With regard to the project, the sponsor is anticipated to be: 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:

Belinda S. Estabrook
Realty Specialist

Reviewed and approved by:

Ralph J. Werthmann
Chief, Real Estate Division

DEPARTMENT OF THE ARMY
SAVANNAH DISTRICT, CORPS OF ENGINEERS
100 W. OGLETHORPE AVENUE
SAVANNAH, GEORGIA 31401-3640

REPLY TO
ATTENTION OF:

Real Estate Division

August 22, 2012

SUBJECT: Bogue Banks Integrated Feasibility Report and Environmental Impact Statement, Coastal Storm Damage Reduction, Carteret County, North Carolina

Mr. Gregory Rudolph
Carteret County Shore Protection Office
PO Box 4297
Emerald Isle, North Carolina 28594

Dear Mr. Rudolph:

The intent of this letter is to formally advise Carteret County, as the potential non-Federal sponsor for the proposed project, of the risks associated with land acquisition prior to the execution of the Project Partnership Agreement (PPA) or prior to the Government's formal notice to proceed with acquisition. If a non-Federal sponsor deems it necessary to commence acquisition prior to an executed PPA for whatever reason, the non-Federal sponsor assumes full and sole responsibility for any and all costs, responsibility, or liability arising out of the acquisition effort.

Generally, these risks include, but may not be limited to, the following:

a. Congress may not appropriate funds to construct the proposed project;

b. The proposed project may otherwise not be funded or approved for construction;

c. A PPA mutually agreeable to the non-Federal sponsor and the Government may not be executed and implemented;

d. The non-Federal sponsor may incur liability and expense by virtue of its ownership of contaminated lands, or interests therein, whether such liability should arise out of local, state, or Federal laws or regulations including liability arising out of CERCLA, as amended;

e. The non-Federal sponsor may acquire interests or estates that are later determined by the Government to be inappropriate, insufficient, or otherwise not required for the project;

f. The non-Federal sponsor may initially acquire insufficient or excessive real property acreage which may result in additional negotiations and/or benefit payments under P.L. 91-646 as well as the payment of additional fair market value to affected landowners which could have

been avoided by delaying acquisition until after PPA execution and the Government's notice to commence acquisition and performance of LERRD; and

g. The non-Federal sponsor may incur costs or expenses in connection with its decision to acquire or perform LERRD in advance of the executed PPA and the Government's notice to proceed which may not be creditable under the provisions of Public Law 99-662 or PPA.

We appreciate the City's participation in this project. Should you have questions or concerns pertaining to this letter please feel free to contact Ms. Belinda Estabrook at (912) 652-5667.

Sincerely,

Ralph J. Werthmann
Chief, Real Estate
Savannah District

CESAS-RE

Project: Bogue Banks Coastal Storm Damage Reduction Project

Non-Standard Perpetual Beach Storm Damage Reduction Easement Estate

A perpetual and assignable easement and right-of-way in, on, over and across (the land described in Schedule A) (Tract No. __) for use by the (Sponsor), its representatives, agents, contractors, and assigns, to 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; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the **Bogue Banks Coastal Storm Damage Reduction Project**, together with the right of public use and access; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to 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 *);** reserving, however, 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 the (designated representative of the Project Sponsor) and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving 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.

*** the right to remove or demolish the existing fishing pier and appurtenances thereto;**

In accordance with the provisions of paragraph 12-10c. of ER 405-1-12, I approve the use of the above non-standard estate for the Bogue Banks Coastal Storm Damage Reduction project. The estate serves the intended project purpose, substantially conforms with and does not materially deviate from the corresponding standard estate contained in the Real Estate Handbook and does not increase the costs nor potential liability of the Government.

Date: 10/22/12

Ralph J. Werthmann
Savannah District
Chief, Real Estate