

**Final General Reevaluation Report
and
Final Environmental Impact Statement**

on

Hurricane Protection and Beach Erosion Control

**WEST ONSLOW BEACH AND NEW RIVER INLET
(TOPSAIL BEACH), NORTH CAROLINA**

Appendix M

Real Estate Plan

REAL ESTATE PLAN

FOR

**WEST ONSLOW BEACH AND
NEW RIVER INLET (TOPSAIL BEACH)**

GENERAL REEVALUATION REPORT
For
SHORE PROTECTION PROJECT

PENDER COUNTY, NORTH CAROLINA

April 2007

-- M - i --

**WEST ONSLOW BEACH & NEW RIVER INLET (TOPSAIL BEACH)
REAL ESTATE PLAN
GENERAL REEVALUATION REPORT**

TABLE OF CONTENTS

SUBJECT	PAGE
The Real Estate Report	1
Authority	1
Project Description	1
Real Estate Acquisition	3
Utility Relocation	7
Existing Projects	7
Environmental Impacts	7
Project Sponsor Responsibilities and Capabilities	7
Government Owned Property	8
Historical Significance	8
Mineral Rights	8
Public Law 91-646, Relocation Assistance Benefits	8
Attitude of Property Owners	9
Acquisition Schedule	9
Estates for Proposed Project	9
Real Estate Estimate	10
Exhibits	12

**REAL ESTATE PLAN
FOR
GENERAL REEVALUATION REPORT**

WEST ONSLOW BEACH & NEW RIVER INLET (TOPSAIL BEACH)

**SHORE PROTECTION PROJECT
PENDER COUNTY, NORTH CAROLINA**

1. THE REAL ESTATE REPORT

This report is tentative in nature and is to be used for planning purposes only. Although the report is written based on specific data from Planning Division, Wilmington District, some minor modifications to the plan may occur thus changing the final acquisition area(s) and/or administrative and land cost. This Real Estate Plan is intended to support the General Reevaluation Report for the subject project. The author of this report has inspected the Project areas. This report pertains specifically to the Town of Topsail Beach who is the sponsor for the project.

2. AUTHORITY

West Onslow Beach and New River Inlet is a shore protection project. The Energy and Water Development Appropriations Act for Fiscal Year 2001, Public Law 106-377, included funds for the Government to initiate design (as defined in Article I.B of the Design Agreement) of the West Onslow Beach and New River Inlet (Topsail Beach) Shore Protection Project, at Topsail Beach, Pender County, North Carolina in partnership with Topsail Beach.

Section 101 of the Water Resources Development Act (WRDA) of 1992 authorizes the construction or implementation of the West Onslow Beach and New River Inlet (Topsail Beach) Shore Protection Project at Topsail Beach, Pender County, North Carolina. The authorized project is as described in the report of the Chief of Engineers, dated November 19, 1991, and the Final Feasibility Report and Environmental Impact Statement on Hurricane Protection and Beach Erosion Control approved on August 27, 1992.

3. PROJECT DESCRIPTION

Located on the southeastern coast of North Carolina, Topsail Island is a 26-mile barrier island that ranges from 500 to 1,500 feet wide. The Town of Topsail Beach is located in Pender County and is approximately 5 miles long. The Town was incorporated in 1963, and has a population of approximately 500 year round residents. A seasonal influx of tourists increases the population to at least 7,000 in the summer months. Topsail Beach is the home of the only sea turtle hospital in the state, the Karen Beasley Sea Turtle

Rehabilitation and Rescue Center. The town has one public fishing pier. The Jolly Roger pier is shown in Figure 1. and Figure 2. A vicinity map of Topsail Island is at Exhibit "A".



Figure 1. Jolly Roger Pier, Topsail Beach



Figure 2. Jolly Roger Pier, Topsail Beach

An array of plans were formulated and considered for the project. This Real Estate Appendix will focus on the recommended Locally Preferred Plan (LPP), which is the 1250X. A goal of the project is to reduce the adverse economic and environmental effects of hurricanes and other storms at Topsail Beach. The Study Area is shown at Exhibit "A-1". In concept, the project will consist of the construction and maintenance of a berm and dune system that will tie into the existing dunes and vegetation line. The 1250X plan is a beachfill plan with a 25-foot wide dune at elevation 12 feet National Geodetic Vertical Datum (NGVD), fronted by a 50-foot wide berm at elevation 7 feet NGVD. The full beachfill cross section begins in reach 3 and extends through reach 26 to the northern town boundary and is 23,200 feet. Transition sections on the north and south ends of the project include only the berm and no dune. On the north end the transition section extends 2,000 into the town of Surf City. On the south end the transition section begins at the south end of reach 4 and extends 1,000 feet to the midpoint of reach 2. A typical profile is shown at Exhibit "A-2". The total project is approximately 26,200 feet or 5.0 miles in length. Frequency of maintenance is estimated to be every four years. The constructed berm, will serve two primary purposes: as a stockpile of sand on the beach to serve as sacrificial material to reduce the erosion of the high ground beach during storm events and to provide storm damage protection to beachfront structures by moving the point of erosion seaward, away from the structures.

Six (6) offshore borrow areas (A, B, C, D, E and F) have been identified as sources of sand for the project. They are shown in Figure A-6, Appendix A. All sites are located beyond the -30 foot NGVD contour to approximately 5.5 miles offshore. Borrow Area A is located approximately 1.5 miles southwest of New Topsail Inlet, and will be the sole source of sand for initial construction of the proposed project and the major source of sand for the project. Sand from the other areas is limited and will only be used for periodic nourishment cycles. For offshore borrow sites in the Outer Continental Shelf (OCS), a Memorandum of Agreement between the U. S. Army Corps of Engineers and Minerals Management Service (MMS) is necessary, and a noncompetitive lease between the sponsor and MMS must be negotiated. 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.

4. REAL ESTATE ACQUISITION

The requirements for lands, easements, rights-of-way and relocations, and disposal/borrow areas (LERRD's) include the right to construct a dune and berm system along the shoreline of Topsail Beach. Privately owned properties included in the Project are considered to be in fee simple ownership. Included within the project limits are single family residential units, multi family and condominium units, and a few commercial properties, including the Jolly Roger Fishing Pier. According to the project maps, and on the ground examination, no structures are expected to be impacted by the project. Exhibit "A-3" shows a typical reach of the project where structures are present.

Widths of lots vary within the project, but an average lot width is estimated to be 50 feet. The average distance from the landward toe of the existing dune to the existing Mean High Water (MHW) line is 60 feet. Based on a ground examination, it appears that there will be no adverse impact to the upland portion of ownership. The only improvements noted in the proposed easement area are walkways, beach access crossovers and the 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 is not compensable and not creditable. 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.

There are six (6) parcels in Topsail Beach, owned by the Town, that have been identified as being available for use as staging areas. These parcels are highlighted in yellow on Exhibit "A-4". The parcels are oceanfront, vacant lots located at the south end of the project. The combined acreage of the subject parcels is approximately 1.14 acres. Final site selection will be determined based on needs of the contractor. For planning purposes, an average cost of \$29,000 was estimated as being a fair rental for staging/work area use for a period of 18 months to 2 years. The Federal rules of valuation were applied in determining value. It is possible that a proper valuation under the Federal rules may conclude that the benefits do not fully offset the value of the easement.

Additionally, it is estimated that 363 Perpetual Beach Storm Damage Reduction Easements will be acquired within the Topsail Beach portion of the project. The project is designed to transition into Surf City. The 2,000-foot transition will impact 34 parcels in Surf City making the total number of easements to be acquired 397. It is estimated that approximately 50 acres will be acquired in Perpetual Beach Storm Damage Reduction easements. Although 34 of the parcels are outside the political boundary of Topsail Beach, NC law makes provision for towns to acquire and perform maintenance on real estate interests outside their boundaries for certain reasons. (North Carolina General Statutes (NCGS) 40A-3(b1) "Local Public Condemnors – Modified Provision for Certain Localities. – For the public use or benefit, the governing body of each municipality or county shall possess the power of eminent domain and may acquire by purchase, gift or condemnation any property or interest therein, either inside or outside its boundaries, for the following purposes. (10) Engaging in or participating with other governmental entities in acquiring, constructing, reconstructing, extending, or otherwise building or improving beach erosion control or flood and hurricane protection works, including but not limited to, the acquisition of any property that may be required as a source for beach renourishment.") As a point of interest, in October 2004, local governments of Topsail Island joined together to form the Topsail Island Shoreline Protection Commission. The participants are the Towns of North Topsail Beach, Surf City, and Topsail Beach, and the Counties of Pender and Onslow. The purpose of the Commission is to establish cooperation among the members to plan and implement programs and projects directed toward the preservation and maintenance of the ocean beaches. The Topsail Island Shoreline Protection Commission is noted in this report to show the strong desire of the members to work in unison to protect and preserve Topsail Island.

There are no easements for public water or power located within the proposed Project area. The Town of Topsail Beach and the State of North Carolina have lands located within the project boundaries. The Town interests include the ends of roads, maintained by the Town, which extend to the ocean, Coastal Area Management Act (CAMA) access points and beachfront properties maintained for public use. Ocean The State of North Carolina lands include the ends of dedicated roads and lands located below the mean high water line. A letter permit will be obtained from the NC Department of Administration, State Property Office to allow for placement of sand seaward of the MHW line. An assumption is made that the town interests include all road ends within the project area, so street ends and public access points are not included in the estimated number of easements required for the project. According to the tax maps and verbal information from the Town, there are approximately 14 street ends and 7 public access points within the project limits that are considered to be town owned. In the event that it is determined that a road end or public access should be privately owned, an easement would have to be obtained thus increasing the estimated number of easements.

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. 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 borrow areas will be from appropriate state and/or federal agencies.

There is one pier located within the study area, Jolly Roger Pier. 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 these structures.

Acquisition of lands under the proposed Perpetual Beach Storm Damage Reduction Easement will be along the existing dune system. In the absence of such a system, such as in areas of high erosion, the property has already been damaged by nature. No damages will likely result from the construction of the proposed dune and berm in conjunction with this project. Improvements (other than the pier) within the project include walkover structures that allow beach access from private and public property. It is noted in the easement that walkovers will be allowed, once the project is in place. The owners will have to obtain the necessary approvals from the Town of Topsail Beach to construct an approved walkover upon completion of the project.

Project 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 acquisition. The project maps show parcel lines based on subdivision plats. 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 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. 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. Although this may inflate the real estate acquisition cost, there is the possibility that the actual cost may be lower, but should not exceed the projected cost.

The North Carolina Coastal Area Management Act, 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 has effectively rendered some lots undevelopable since the remaining buildable land is 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. Topsail Beach does not currently meet this requirement. The sponsor is working toward meeting this requirement and understands that they must provide additional access points prior to signing the Project Cooperation Agreement (PCA) to be eligible for full Federal cost sharing. These areas should be acquired either in fee or perpetual easement. Acquisition of public beach access points 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 is not considered a creditable expense towards project cost. Appendix F discusses public beach access and public parking, and states that the non-Federal sponsor may have to acquire easements for parking spaces that may be located on private lands to make them available for public use. Likewise, any acquisition of real estate interests for additional public parking is also considered a sponsor responsibility and a pre-requisite to federal participation. As for public access, any costs associated with acquisition of parking are not creditable as a project expense, and the Corps of Engineers does not have to prescribe an estate for such acquisition.

5. UTILITY/FACILITY RELOCATION

There will be no utility or facility relocations .

6. EXISTING PROJECTS

A number of Federal navigation projects are located within this study area. They are listed and briefly described in section 1.08 of the GRR.

7. ENVIRONMENTAL IMPACTS

No negative impacts are expected as a result of the proposed project. See the Appendix for Environmental Assessment for a full discussion.

8. PROJECT SPONSOR RESPONSIBILITIES AND CAPABILITIES

The Town of Topsail Beach will be the Project Sponsor (PS). The PS has the responsibility to acquire all real estate interests required for the Project. The PS 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 currently does not have the staff required for a large number of acquisitions. It is the intent of the sponsor to engage the services of a contractor to perform the easement acquisitions required for the project. A presentation was made for the sponsor that discussed the real estate acquisition process and set forth requirements for federal projects under P.L. 91-646.

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 PS shall furnish to the government an Authorization for Entry for Construction (Exhibit "B") to all lands, perpetual and temporary easements and rights-of-way, as necessary. The PS will also furnish to the government evidence supporting their legal authority to grant rights-of-way to such lands. The Town has specific condemnation authority for beach erosion control.

The PS 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). An Assessment of Non-Federal Sponsor's Real Estate Acquisition has been prepared for the sponsor (Exhibit C).

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 PCA for a project must be reviewed and applied. For shore protection 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. Exhibit D, the Chart of Accounts, shows the Real Estate cost. Further the cost is more specifically attributed to Federal and non-Federal costs. Federal costs are not creditable to the sponsor for cost share purposes. These are Federal administrative costs for oversight and guidance of sponsor acquisition and certification of real estate prior to advertisement.

9. GOVERNMENT OWNED PROPERTY

There are no Government owned lands within the proposed project.

10. HISTORICAL SIGNIFICANCE

The area is rich in folklore which claims the name, Topsail, originated during the 1700's when pirate ships roamed the coastal waters. Historians explain that marauding pirates hid their ships in the channel behind the island and waited for passing merchant ships loaded with goods. The pirates would pursue and attack the merchants, claiming the cargoes as their own. Eventually the merchants became aware of this infamous hiding place and began to watch for the tops of the pirates' sails showing over the rolling dunes, hence the name Topsail Island. In the 1940's the island was a part of Operation Bumblebee, which was the beginning of the space program for the United States Government. Over 200 rocket launchings took place on the island between 1946 and 1948. Many of the original military structures are still standing today.

11. MINERAL RIGHTS

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

12. PUBLIC LAW 91-646, RELOCATION ASSISTANCE BENEFITS

If the proposed dune and berm system is constructed, there will be no relocation of landowners. Based on project maps and ground examination, it appears that no structures will be impacted.

13. ATTITUDE OF PROPERTY OWNERS

The overall attitude of the property owners within the Project area has been favorable toward the proposed project.

14. ACQUISITION SCHEDULE

Provided that a contractor provides real estate services for the sponsor, the real estate acquisition will take approximately 18-24 months after completion of the survey. However, if the project sponsors decide to use their in house staffs to acquire real estate interests required for the project, it is projected that the acquisitions will take at least 36 months. This projection is made with the assumption that if in house employees should perform acquisition, they will be fully dedicated to the acquisition work. The sponsor intends to hire a private contractor to perform real estate acquisition.

15. ESTATES FOR PROPOSED PROJECT

The Standard Perpetual Beach Storm Damage Reduction Easement will be used for the project. Approval was granted by Headquarters to include the exception to the otherwise standard easement estate: "except the right to remove or demolish the existing fishing pier and appurtenances thereto;" if necessary for the parcel on which the Jolly Roger pier is located.. The Temporary Work Area Easement will be used for the staging areas.

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 **Town of Topsail**, 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 **West Onslow Beach and New River Inlet (Topsail Beach), NC Shore Protection 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;

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 town of **Topsail Beach**, for use by the town of Topsail Beach, its representatives, agents, and contractors as a work area, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the **West Onslow Beach and New River Inlet (Topsail Beach), NC Shore Protection 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.

16. REAL ESTATE ESTIMATE

Due to off setting benefits, the Perpetual Beach Storm Damage Reduction Easements are determined to have a \$0 value. As a matter of policy the Federal Rule of off setting 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 protection from storm damage and, therefore, would not have a lower value.

The estimated real estate costs include land and improvement values, and federal as well as non-federal administrative costs. Administrative costs are those costs incurred for verifying ownership of lands, certification of those lands required for project purposes, legal opinions, analysis or other requirements that are necessary. The administrative costs are based on historical costs of prior projects constructed within the South Atlantic Division. The land costs that are listed are due to the projected costs for staging areas. A 15% contingency is applied to the estimate. A Chart of Accounts is at Exhibit "D".

Town of Topsail Beach - Estimate

a. Lands		
1 Ownership - Temporary Work Area Easement (Staging Area)	\$	29,000
b. Improvements	\$	-
(Residential)	\$	-
(Commercial)	\$	-
c. Mineral Rights	\$	-
d. Damages	\$	-
e. P.L. 91-646 Relocation costs	\$	-
f. Acquisition Cost - Admin (397 ownerships) 363	\$	1,349,800
Federal	\$	145,200
Non-federal	\$	<u>1,089,000</u>
	\$	1,234,200
34 Easements within Surf City (Northern Transition Section)		
Federal	\$	13,600
Non-federal	\$	<u>102,000</u>
	\$	115,600
Sub-Total	\$	1,378,800
Contingencies (15%)	\$	206,820
TOTAL	\$	1,585,620
ROUNDED	\$	1,586,000

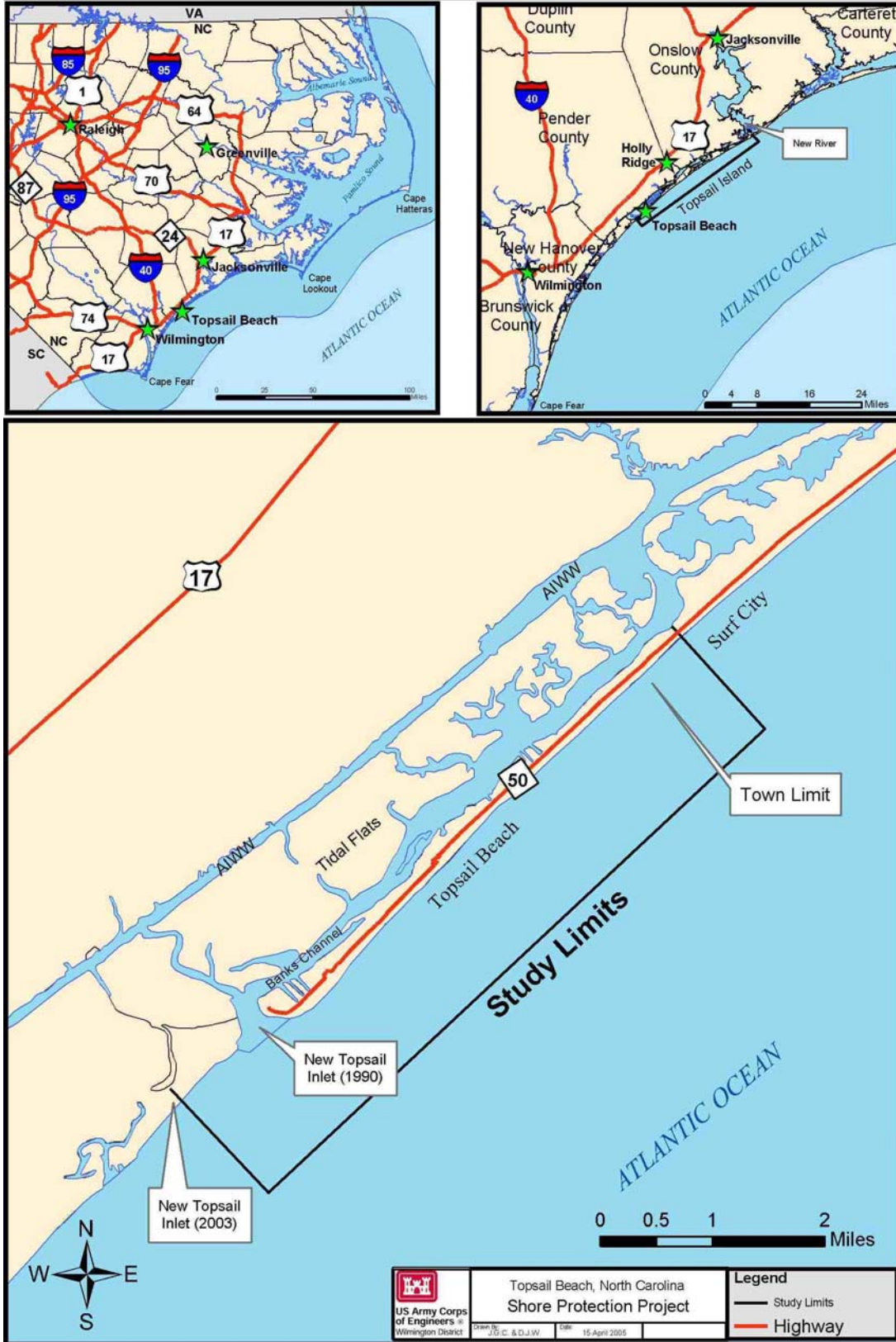


Exhibit A

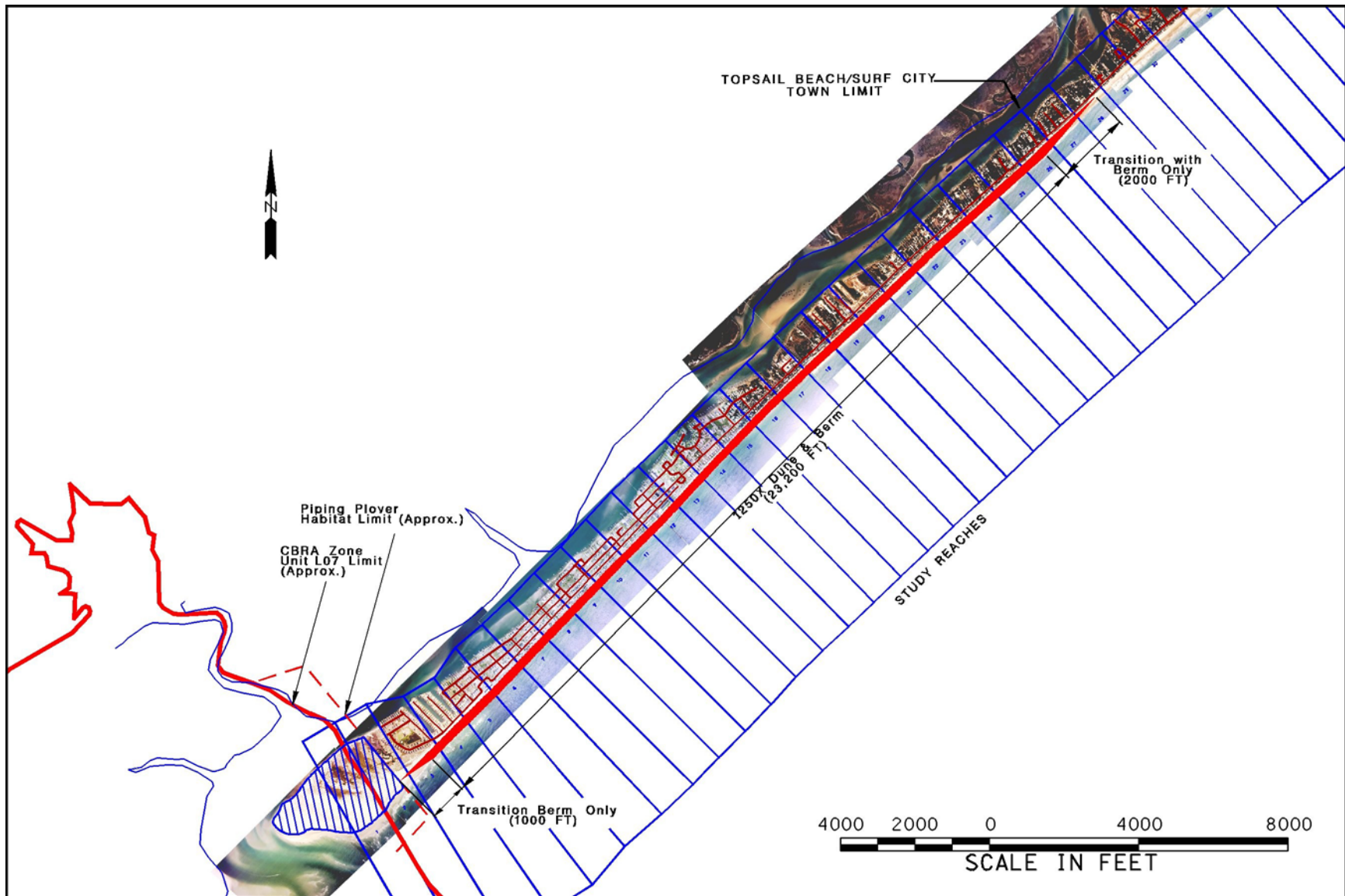


Exhibit A-1

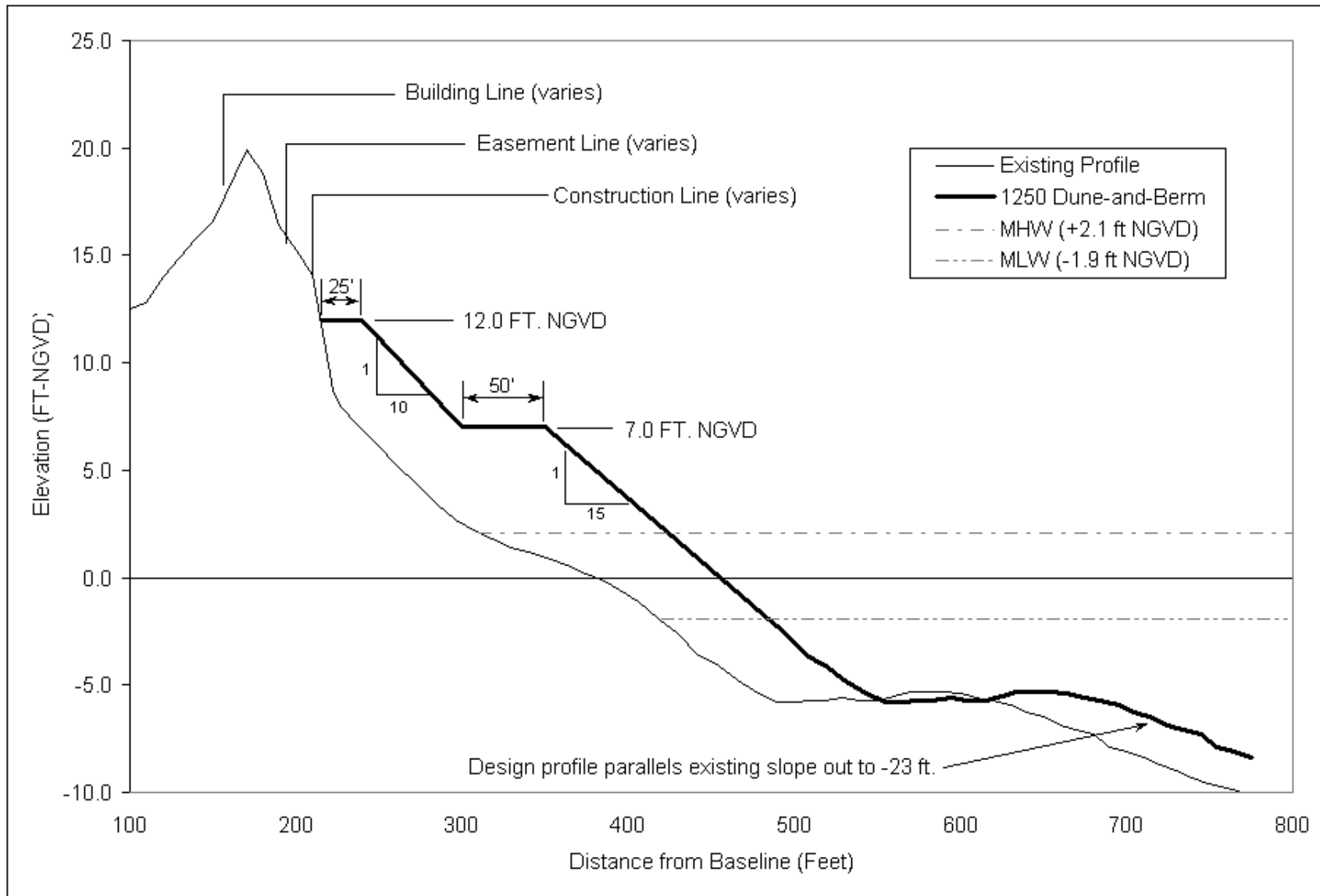


Exhibit A-2



Exhibit A-3

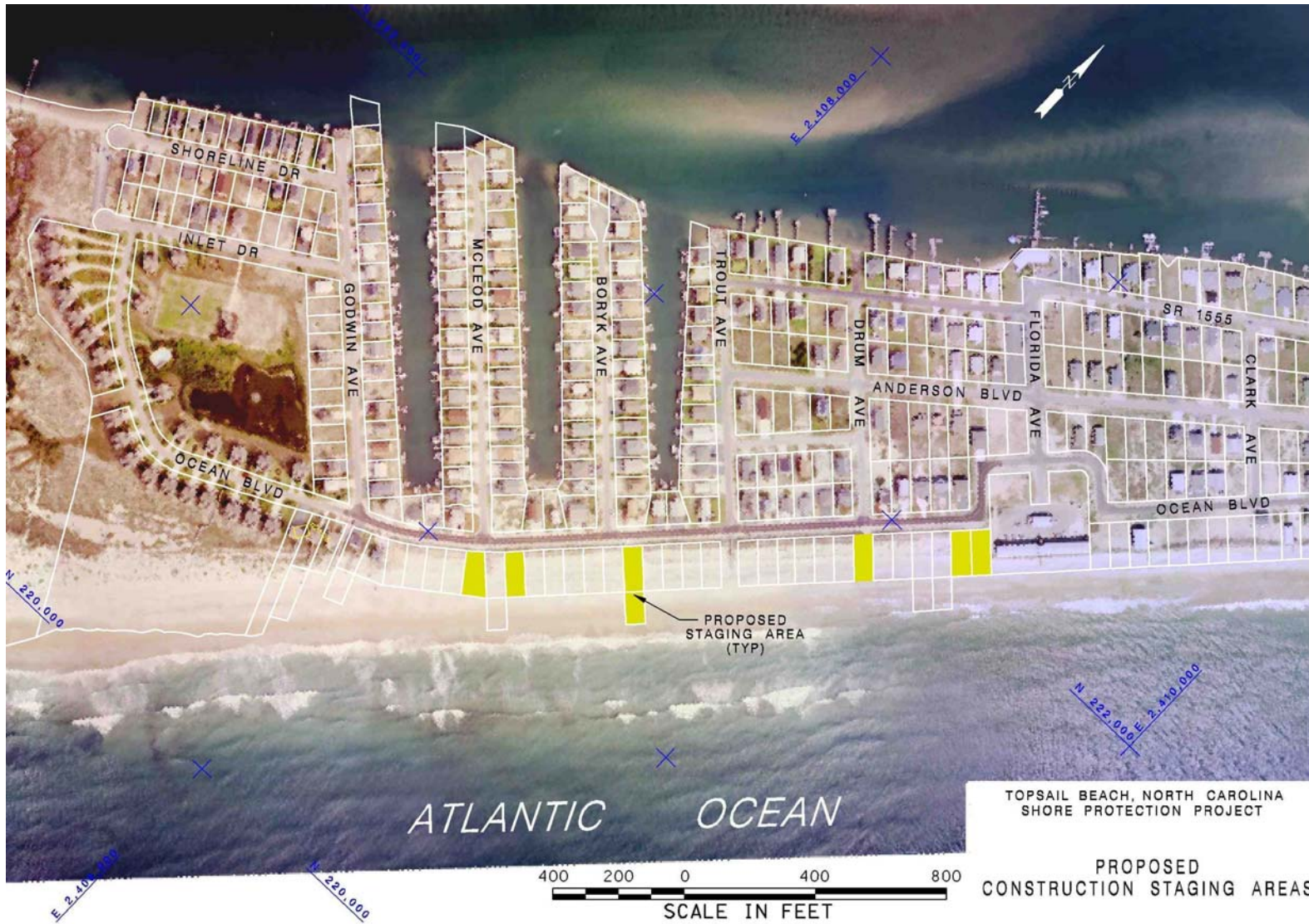


Exhibit A-4

AUTHORIZATION FOR ENTRY FOR CONSTRUCTION

I, (name of accountable official), (title) for (name of non-Federal sponsor), do hereby certify that the (name of non-Federal sponsor) has acquired the real property interests required by the Department of the Army, and otherwise is vested with sufficient title and interest in lands to support construction of (project name, specifically identified project features, etc.). Further, I hereby authorize the Department of the Army, its agents, employees and contractors, to enter upon (identify tracts) to construct (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 Office, (city and state)

WITNESS my signature as (title) for (name of non-Federal sponsor) this _____ day of _____, 20_____.

BY: (name)
(title)

ATTORNEY'S CERTIFICATE OF AUTHORITY

I, (name), (title of legal officer) for (name non-Federal sponsor), certify that (name of non-Federal sponsor) has 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 (title) for (name of non-Federal sponsor), this _____ day of _____, 20_____.

BY: (name)
(title)

Exhibit B

Assessment of Non-Federal Sponsor's Real Estate Acquisition Capability

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-
Condemnation Authority is granted by legislation with specific provision
For improving beach erosion control or flood and hurricane protection works.**
- 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? **Yes – 34 parcels are within Surf City limits
NCGS provides that the Town acquire RE interest inside or outside its
political boundary for beach renourishment**
- e. Are any of the lands/interests in land required for the project owned by an entity whose property the sponsor cannot condemn? **No**

II. Human Resource Requirements:

- a. Will the sponsor’s in-house staff require training to become familiar with the real estate requirements of Federal projects including P. L. 91-646, as amended? **N/A
Sponsor plans to obtain contractor services to perform real estate acquisition**
- b. If the answer to II.a. is “yes”, has a reasonable plan been developed to provide such training? **N/A sab.**
- c. Does the sponsor’s in-house staff have sufficient real estate acquisition experience to meet its responsibilities for the project? **No**
- d. Is the sponsor’s projected in-house staffing level sufficient considering its other work load, if any, and the project schedule? **No**
- 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**

Exhibit C, First Page

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 – Real Estate Schedule and Milestone will be developed upon project approval as a joint effort among RE, project manager and sponsor.**

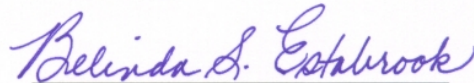
IV. Overall Assessment:

- a. Has the sponsor performed satisfactory on other USACE projects? **N/A**
- b. With regard to the project, the sponsor is anticipated to be: **Moderately Capable**

V. Coordination:

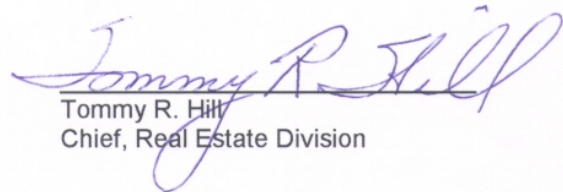
- a. Has this assessment been coordinated with the sponsor? **Yes**
- b. Does the sponsor concur with this assessment? **Yes**

Prepared by:



Belinda S. Estabrook
Realty Specialist

Reviewed and approved by:



Tommy R. Hill
Chief, Real Estate Division

Exhibit C, Second Page

Town of Topsail Beach - Code of Accounts

01A	PROJECT PLANNING	FEDERAL	NON-FEDERAL	TOTALS
	Other			
	Project Cooperation Agreement	\$	\$	\$
01AX	Contingencies (25%)	<u>\$</u>	<u>\$</u>	<u>\$</u>
	Subtotal	\$	\$	\$
01B	LANDS AND DAMAGES			
01B40	Acq/Review of PS	\$ 158,800	\$	\$ 158,800
01B20	Acquisition by PS	\$	\$ 1,191,000	\$ 1,191,000
01BX	Contingencies (15%)	<u>\$ 23,820</u>	<u>\$ 178,650</u>	<u>\$ 202,470</u>
	Subtotal	\$ 182,620	\$ 1,369,650	\$ 1,552,270
01H	AUDIT			
01H10	Real Estate Audit	\$	\$	\$
01HX	Contingencies (15%)	<u>\$</u>	<u>\$</u>	<u>\$</u>
	Subtotal	\$	\$	\$
01R	REAL ESTATE LAND PAYMENTS			
01R1B	Land Payments by PS	\$	\$ 29,000	\$ 29,000
01R2B	PL91-646 Relocation Pymt by PS	\$	\$ -	\$ -
01R2D	Review of PS	\$	\$	\$
01RX	Contingencies (15%)	<u>\$</u>	<u>\$ 4,350</u>	<u>\$ 4,350</u>
	Subtotal	\$	\$ 33,350	\$ 33,350
	TOTALS	\$ 182,620	\$ 1,403,000	\$ 1,585,620
			ROUNDED	<u>\$ 1,586,000</u>

Exhibit D