



**US Army Corps  
of Engineers**®  
Wilmington District

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**General Re-evaluation Report and Environmental Assessment  
Surf City, Onslow and Pender Counties, North Carolina  
Coastal Storm Risk Management Project**



**Appendix E: Real Estate  
August 2024**

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## **1.0 Statement of Purpose**

This report documents the findings and conclusions of changes to the Surf City-North Topsail Beach Coastal Storm Risk Management Project in Onslow and Pender counties, North Carolina. Its purpose is to identify an implementable Federal project and to de-authorize the original plan without the town of North Topsail Beach.

The Recommended Plan is to construct a sand dune and berm system measuring approximately 31,680 ft long, or approximately 6 miles of shoreline, with a dune constructed to an elevation of 14 ft National Geodetic Vertical Datum (NGVD29) and fronted by a 7 ft NGVD29 (50 ft wide) berm. The plan will include a 1000-foot transition berm on the northern end of the project from the town limits of Surf City into the town limits of North Topsail Beach. Other features of the project include dune vegetation and walkover structures. This Plan is supported by the Non-Federal Sponsor, the town of Surf City.

## **2.0 Study Authority**

Construction of the project was authorized by Section 7002(3)2 of the Water Resources Reform and Development Act of 2014. Project construction was funded by Public Law 116-20, the Additional Supplemental Appropriations Disaster Relief Act, 2019 (DRA 19). Per ASA(CW) Policy Guidance on Implementation of Additional Supplemental Appropriations for Disaster Relief Act, 2019 memo dated 24 April 2020, para 4(m) the provisions of section 902 of WRDA 1986 did not apply to Public Law 116-20 funding.

The SCNTB CSRМ Project completed the Pre-construction, Engineering and Design (PED) phase of the project in 2014 and was funded for Construction under the Defense Restoration Act of 2019 (DRA 19) with the towns of Surf City and North Topsail Beach as co-non-Federal sponsors (NFS).

However, in July of 2021 the town of North Topsail Beach (NTB) announced its intention to pull out of the construction phase of the project due to financial reasons. It was NTB's understanding that their locally funded beach nourishment project was eligible for Federal Emergency Management Agency (FEMA) reimbursement if damaged by a qualifying coastal storm event. As such, this reimbursement was more financially advantageous for NTB than a cost-shared Federal project and the Project Partnership Agreement (PPA) was not executed.

The town of Surf City maintained its support for a federal project and asked the USACE to examine Coastal Storm risk reduction alternatives within its town limits. As the Authorized Plan was not formulated or designed as separable elements, the provisions within DRA 19 required a separate study on the project.

## **3.0 Project Location**

The study area is within the corporate limits of the towns of Surf City and NTB measuring approximately 6 miles. Specifically, the northern limits of study area are in Onslow County near the road intersection of Island Drive and Scotch Bound Drive, while the southern limits are in Pender County near the road intersection of South Shore Drive and Hispaniola Lane as shown on **Figure 1**. From the shoreline, the study area extends landward approximately 500



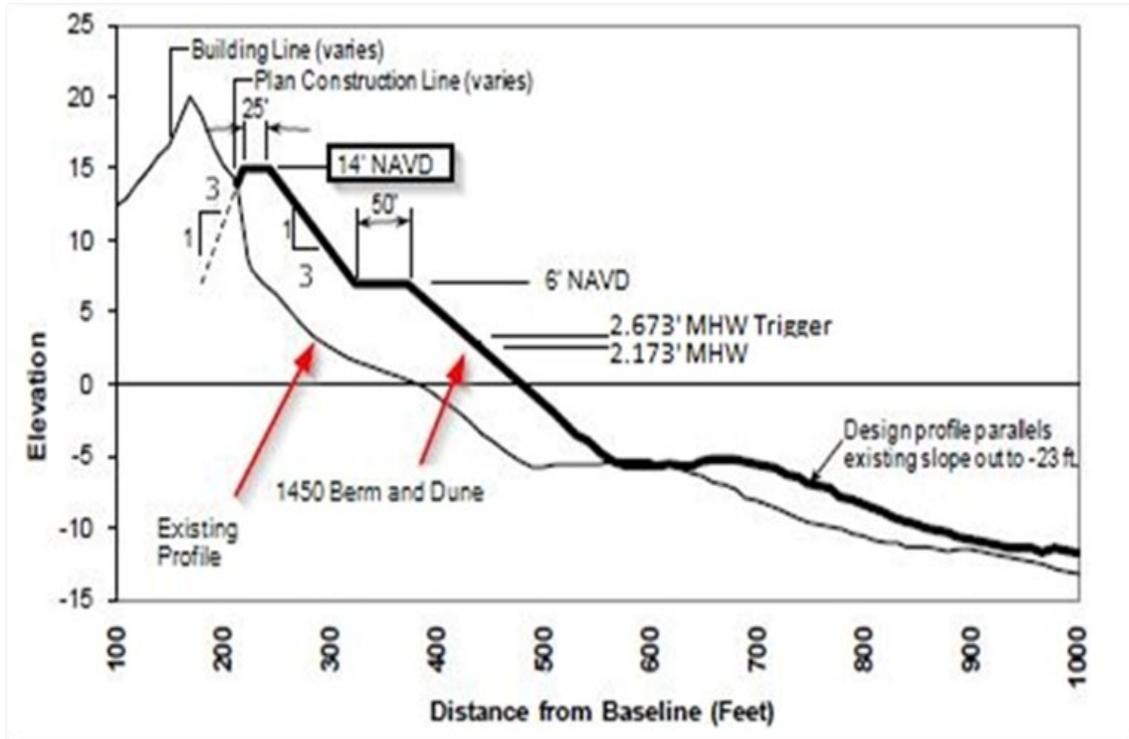


Figure 2. Typical Profile.

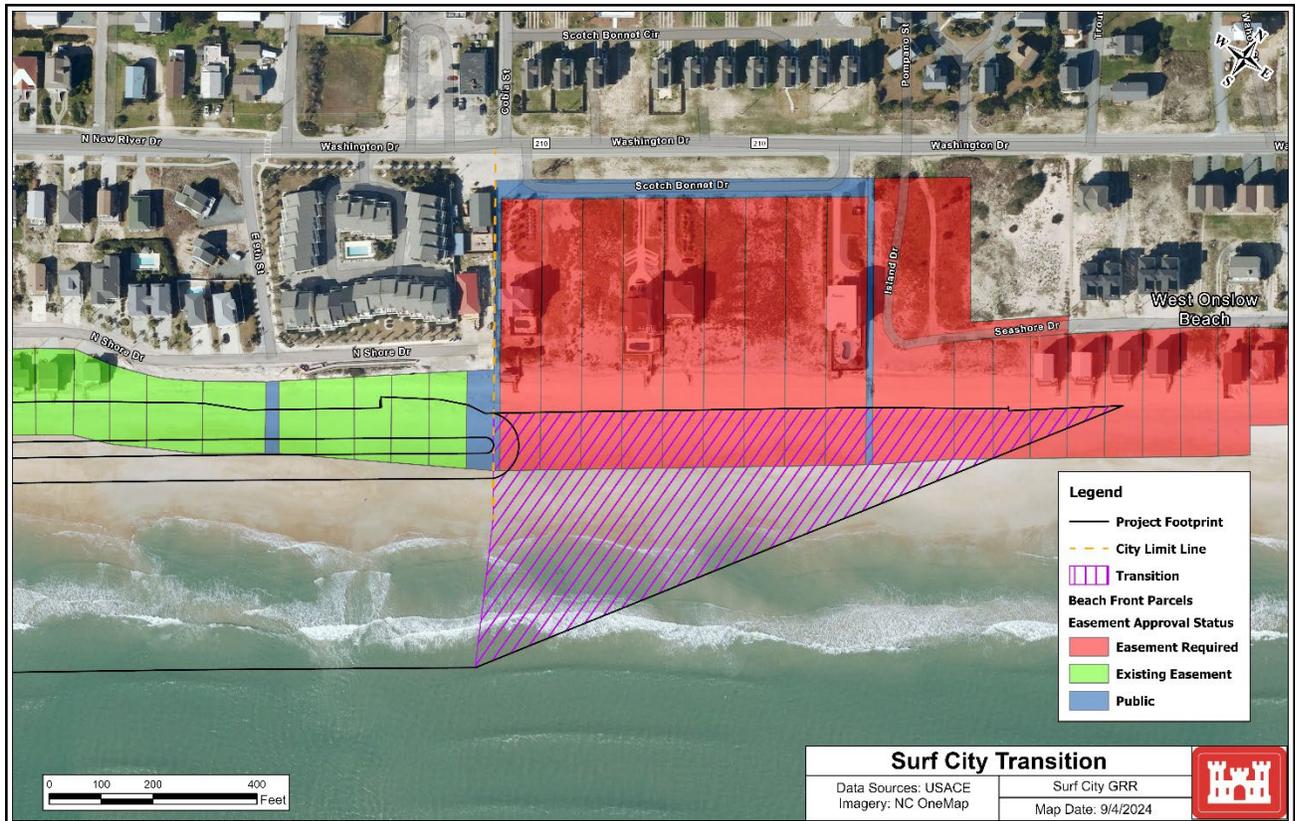


Figure 3. Proposed Transition into North Topsail Beach.

## 5.0 Real Estate Requirements

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 Surf City and a portion of North Topsail Beach. Privately owned properties included in the project are in fee simple ownership. Properties within the project limits are single family residential units, multi-family and condominium units, and commercial properties, including one fishing pier.

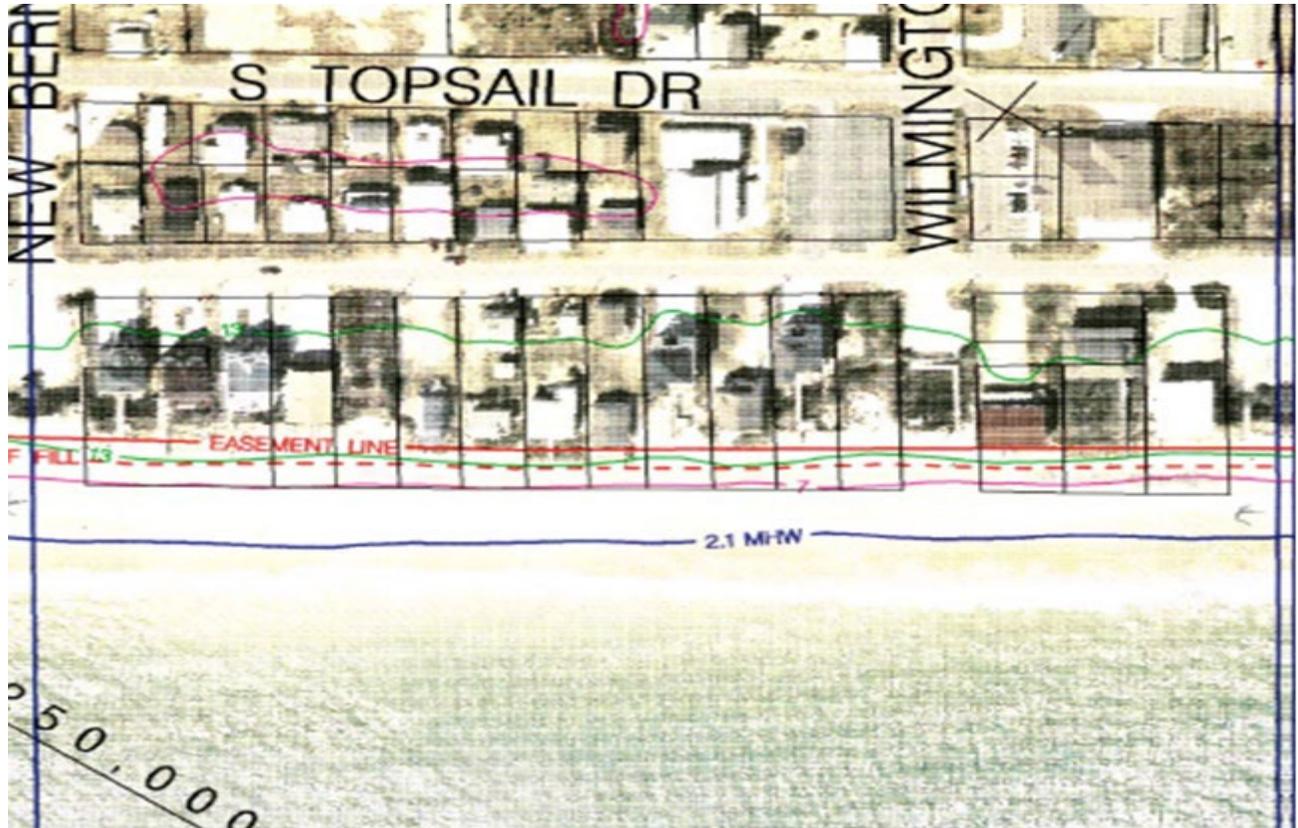
The Authorized Plan identified the need for 502 standard Perpetual Beach Storm Damage Reduction Easements within the boundaries of Surf City. After the passing of the Disaster Relief Act (DRA 19), and prior to receiving the Final Implementation Guidance for DRA 19, a series of meetings were held with SAW, SAS-RE and the NFS in which the risk of acquiring lands prior to the signing of the PPA were explained in detail. While it is recognized that the current requirement is to formally notify the NFS in writing of the risk associated with acquiring lands prior to the execution of the PPA, due to the Authorized Plan being approved prior to this requirement a formal Real Estate Risk Letter was not provided to the NFS. Although aware of the risk, due to the aggressive timeline to complete construction within 36 months and the large number of parcels required for the project, the sponsor made the decision to begin acquisition prior to execution of the PPA. As of the date of this report, 446 of the 502 standard easements required for the original authorized plan have been acquired within the boundaries of Surf City leaving a balance of 56 still to be acquired within Surf City.

In accordance with the ASA(CW) Policy Guidance on Implementation of Additional Supplemental Appropriations for Disaster Relief Act, 2019 memo dated 24 April 2020, reimbursement is limited to the value of LERRDs acquired from private owners after the date of the execution of the PPA or amended PPA. Therefore, no credit will be afforded for LERRDs acquired from private owners prior to the PPA. The NFS was notified of this and has continued with the acquisition of easements required for the project.

In addition to the 56 remaining easements, an additional 15 will be required within the town limits on North Topsail to allow for the 1,000' transition shown on **Figure 3** bringing the total number of easements required for the construction of the project to 71. The NFS has condemnation authority and North Carolina General Statute 40A-3(b1) makes provision for towns to acquire and perform maintenance on real estate interests outside their boundaries for certain reasons.

*NCGS 40A-3(b1) "Local Public Condemners – 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."*

A typical reach of oceanfront where structures are present is shown at **Figure 4**. 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. Improvements other than those noted above in the proposed easement area are walkways, beach access crossovers and the fishing piers. Private landowners have the option to remove their walkways to the beach prior to the start of project construction if they so desire 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 be at least partially located within the proposed easement area. Within the easement area we have the right to remove any structures 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. The Storm Damage Reduction Easement does allow owners to build and maintain walkover structures subject to sponsor approval.



**Figure 4. Typical Reach.**

There are no easements for public water or power located within the proposed Project area. Surf City 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. The State of North Carolina lands include the ends of dedicated roads and lands located below the mean high-water line.

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. Construction Permits or agreements for sand removal from borrow areas will be from appropriate state and/or federal agencies. Should it be determined that a staging area is required, and the site is not owned by the NFS, the NFS will have to obtain a staging area using the standard Temporary Work Area Easement Estate.

There is one pier, Surf City Ocean Pier (Surf City) located within the study area and is within the limits that will receive fill. Pictures of the Surf City Ocean Pier are at **Figures 5 and 6.**



**Figure 5. Surf City Ocean Pier.**



**Figure 6. Surf City Ocean Pier.**

Historically, in prior projects in North and South Carolina, fishing piers and their associated buildings have not 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. Some pier support cross-bracing may need to be temporarily removed to facilitate equipment shaping the beach fill and to improve longshore pedestrian access after construction.

Acquisition of lands under the standard 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 to existing improvements will likely result from the construction of the proposed dune and berm in conjunction with this project. Improvements (other than the Surf City Ocean 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. It is common in the area that landowners have private walkovers from residences over the dunes to access the beach. In cases where new walkovers need to be constructed, the owners will have to obtain the necessary approvals from the Town of Surf City to construct an approved walkover upon completion of the project.

## **6.0 Utility/Facility Relocation**

There are no public utilities or facilities located within the project construction area.

## **7.0 Existing Projects**

The following is a list of Federal Projects within the vicinity of Surf City. A complete description of these projects can be found at section 1.6 Prior Studies and Reports in the main report.

- House Document No. 450, 69th Congress, Inland Waterway, Beaufort – Cape Fear River.
- House Document No. 421, 80th Congress, Inland Waterway from Beaufort to Jacksonville, NC and New River to Jacksonville.
- House Document No. 691, 75th Congress, Channel to New River Inlet.
- Detailed Project Report on Improvement of Navigation, New Topsail Inlet and Connecting Channels (USACE Wilmington District 1965).
- House Document No. 480, 89th Congress, Topsail Beach and Surf City, North Carolina.
- House Document No. 393, 102nd Congress, 2nd Session, West Onslow Beach and New River Inlet, North Carolina.
- Detailed Project Report on Improvement of Navigation, New River Inlet, December 1987 (USACE Wilmington District 1987).

- Integrated General Re-Evaluation Report (GRR) and Environmental Impact Statement, West Onslow Beach and New River Inlet (Topsail Beach), North Carolina, February 2009 (USACE Wilmington District 2009).
- Supplemental Environmental Assessment (EA) for West Onslow Beach and New River Inlet (Topsail Beach) and Surf City and North Topsail Beach Coastal Storm Damage Reduction (CSDR) Projects, July 2013 (USACE Wilmington District 2013a).

## **8.0 Environmental Impacts**

There are no significant impact to the environment associated within the recommended plan.

## **9.0 Project Sponsor Responsibilities and Capabilities**

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. A presentation was made for the sponsors by SAS Real Estate during the previous Feasibility Report in 2010 that discussed the real estate acquisition process and set forth requirements for federal projects under P.L. 91-646. The sponsors have been advised of the possible risks of acquiring real estate prior to project approval and authorization of funding. A subsequent meeting was held with the NFS after the passing of the Disaster Relief Act, 2019.

Title to any acquired real estate will remain vested in the NFS's name 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 "A") 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. Surf City has specific condemnation authority for beach erosion control.

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). Assessments of the Non-Federal Sponsors' Real Estate Acquisition Capability are at (Exhibit B).

With the exception of lands acquired prior to the execution of the PPA and referenced in Section 5, the NFS 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 LERRDs 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 NFS must be appraised for crediting purposes in accordance with relevant State and Federal statutes and Department of Justice guidance.

## **10.0 Government Owned Property**

The NFS is the owner of the land proposed for staging areas for the project. There are no Federally-owned lands located within the areas proposed for construction of the project.

## **11.0 Historical Significance**

There are no historic properties eligible for, or listed on, the National Register of Historic Places within the Area of Potential Effect for the Recommended Plan.

## **12.0 Mineral Rights**

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

## **13.0 Hazardous, Toxic, and Radioactive Waste (HTRW)**

There has been no HTRW identified within the scope of the proposed project.

## **14.0 Navigation Servitude**

Navigation Servitude is not applicable to this project.

## **15.0 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.

## **16.0 Induced Flooding**

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

## **17.0 Public Law 91-646, Relocation Assistance Benefits**

There are no Public Law 91-646, Uniform Relocation Assistance Benefits associated with this project.

## **18.0 Attitude of Property Owners**

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

## **19.0 Acquisition Schedule**

As stated previously, the NFS began acquisition of the easements required for the project shortly after the passing of DRA 19 and continue to this day. Because of this it is estimated that the real estate acquisition will take approximately 3-6 months after execution of the PPA and be completed prior to advertisement. 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.

## **20.0 Estates for Proposed Project**

The standard Perpetual Beach Storm Damage Reduction Easement below will be used for those parcels where easements are required to construct the project. Should the need for a staging area be identified during the design, the Standard Temporary Work Area Easement below will also be used:

### ***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 (Project 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 (Project Name), 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.*

## **TEMPORARY WORK AREA EASEMENT**

*A temporary easement and right-of-way in, on, 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 Edisto, for use by the Town of Edisto, 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 \_\_\_\_\_ 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*

## 21.0 Real Estate Estimate

The estimated real estate costs include land and improvement values, damages, mineral rights, resettlement cost, and federal as well as non-federal administrative costs. The administrative costs are based on historical costs of prior projects constructed along the east coast in South Atlantic Division. The estimate in **Table 1** is based on the acquisition of the remaining 71 easements require for the project and includes a 25% contingency applied to the estimated administrative cost while a 15% contingency was used in the approved Gross Appraisal.

Prior to acquisition, the NFS will be required to prepare a Project Appraisal in accordance with section 4-28.i. of ER 405-1-04. This appraisal will be submitted to the SAS Review Appraiser for approval prior to acquisition and execution of the PPA.

**Table 1. Real Estate Estimate.**

a. Lands					
		Fee			\$ -
		Easements	71		\$ 356,500
		Permits			\$ -
b. Improvements					\$ -
(Residential)					\$ -
(Commercial)					\$ -
c. Mineral Rights					\$ -
d. Damages					\$ -
e. P.L. 91-646 Relocation costs					\$ -
f. Acquisition Cost - Admin (55 + 16 in N. Topsail)					\$ 976,250
Federal		\$	248,500		
Non-federal		\$	532,500		
Contingencies (25%)		\$	<u>195,250</u>		
		\$	976,250		
<b>TOTAL</b>					\$ 1,332,750

## 22.0 Chart of Accounts

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) (**Table 2**). This real estate cost estimate is then incorporated into the Total Current Working Estimate utilizing the Microcomputer Aided Cost Engineering System (MCACES).

**Table 2. Code of Accounts.**

01A	PROJECT PLANNING	FEDERAL	NON-FEDERAL	TOTALS
	Other			
	Project Cooperation Agreement	\$	\$	\$
01AX	Contingencies (25%)	\$	\$	\$
	Subtotal	\$	\$	\$
01B	LANDS AND DAMAGES			
01B40	Acq/Review of NFS	\$ 248,500	\$	\$ 248,500
01B20	Acquisition by NFS	\$	\$ 532,500	\$ 532,500
01BX	Contingencies (25%)	\$ 62,125	\$ 133,125	\$ 195,250
	Subtotal	\$ 310,625	\$ 665,625	\$ <b>976,250</b>
01H	AUDIT			
01H10	Real Estate Audit	\$	\$	\$
01HX	Contingencies (25%)	\$	\$	\$
	Subtotal	\$	\$	\$
01R	REAL ESTATE LAND PAYMENTS			
01R1B	Land Payments by NFS	\$	\$ 310,000	\$ 310,000
01R2B	PL91-646 Relocation Pymt by NFS	\$	\$ -	\$ -
01R2D	Review of PS	\$	\$	\$
01RX	Contingencies (15%)	\$	\$ 46,500	\$ 46,500
	Subtotal	\$	\$ 356,500	\$ <b>356,500</b>
	TOTALS (1)	\$ 310,625	\$ 1,022,125	\$ <b>1,332,750</b>
Note:	(1) Federal Administrative cost of \$310,625 are to be included in the 30 PED Account			

**Exhibit A - Authorization For Entry For Construction**

**AUTHORIZATION FOR ENTRY FOR CONSTRUCTION**

I \_\_\_\_\_, \_\_\_\_\_ for the  
(Name of accountable official) (Title)

**Town of Surf City**, do hereby certify that the **Town of Surf City** 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 \_\_\_\_\_  
(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, 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)

Town of Surf City, 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**

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

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? **NO**
- e. Are any of the lands/interests in land required for the project owned by an entity whose property the sponsor cannot condemn? **NO**

II. Human Resource Requirements:

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**

- a. If the answer to II.a. is "yes", has a reasonable plan been developed to provide such training? **N/A**
- b. Does the sponsor's in-house staff have sufficient real estate acquisition experience to meet its responsibilities for the project? **YES**
- c. Is the sponsor's projected in-house staffing level sufficient considering its other workload, if any, and the project schedule? **NO**
- d. Can the sponsor obtain contractor support, if required in a timely fashion? **YES**
- e. Will the sponsor likely request USACE assistance in acquiring real estate? **NO**

III. Other Project Variables:

- a. Will the sponsor's staff be located within reasonable proximity to the project site? **YES**
- b. Has the sponsor approved the project/real estate schedule/milestones? **NO – Project Milestone will be developed during PED and will be joint effort between RE, PM and NFS**

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:

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John S. Hinely  
Realty Specialist

Reviewed and approved by:

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Ralph J. Werthmann  
Chief, Real Estate Division

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:

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Senior Realty Specialist

Reviewed and approved by:

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Ralph J. Werthmann  
Chief, Real Estate Division  
Savannah District