

Barrow Alaska Coastal Erosion Barrow, Alaska Final Feasibility Study U.S. Army Corps of Engineers Alaska District

Errata Sheet

November 13, 2019

This errata sheet documents additions to the text of the Real Estate Plan for the Barrow Alaska Coastal Erosion Feasibility Study Report that was released on November 8, 2018, by the U.S. Army Corps of Engineers. There are no changes to the proposed project, significant new circumstances or information identified in this errata sheet that affect the analysis and conclusions in the study.

The following contains the changes to the Real Estate Plan:

Page 12; Table 4 – Potential Properties Requiring Relocation Assistance Benefits

Text added to bottom of table:

"The total LERR costs do not include the costs identified in Table 4, but estimates are included in the event that relocation assistance is needed"

Barrow Alaska Coastal Erosion Feasibility Study

Appendix G: Real Estate Plan



Barrow, Alaska



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Barrow Alaska Coastal Erosion Feasibility Study Barrow, Alaska

REAL ESTATE PLAN

1. Purpose:

The Real Estate Plan (REP) identifies and describes the real estate requirements for the lands, easements, rights-of-way, and relocations (LERR) that will be required for the this feasibility study. The REP is tentative in nature; it is for planning purposes only and both the final real property acquisition lines and the real estate cost estimates provided are subject to change after approval of the feasibility study. This REP will be consolidated into the feasibility report (FR).

The feasibility study will assess coastal erosion and flooding damages in the vicinity of Barrow, Alaska and determine whether Federal interest exists to construct a project to reduce these damages. The study objectives are:

- Reduce risk to life, health, and safety for the Barrow community over the 50-year period of analysis
- Reduce damages in Barrow caused by flooding and shoreline erosion to residential and commercial structures and critical public infrastructure located within the five mile study area over the 50-year period of analysis
- Reduce or mitigate damage to tangible cultural heritage along the Barrow shoreline, specifically to reduce any further losses to the culturally significant Utgiagvik Village Site over the 50-year period of analysis

2. Authority:

The study is being conducted under authority provided by Section 116 of the Energy and Water Development and Related Agencies Appropriations Act of 2010 (PL 111-85) as amended, which reads, "The Secretary of the Army is authorized to carry out structural and non-structural projects for storm damage prevention and reduction, coastal erosion, and ice and glacial damage in Alaska, including relocation of affected communities and construction of replacement facilities: Provided, That the non-Federal share of any project carried out pursuant to this section shall be no more than 35 percent of the total cost of the project and shall be subject to the ability of the non-Federal interest to pay, as determined in accordance with 33 U.S.C. 2213(m)."

The North Slope Borough is the Non-Federal Sponsor (NFS) for this study and the proposed Project Partnership Agreement (PPA). The NFS is to provide all LERR required for the project, with the cost of these real estate interests, along with any incidental administrative expenses in obtaining the LERR. The North Slope Borough will be required to pay the non-Federal share of 35 percent of the costs assigned to coastal storm risk management features of the project as specified by the Section 116 Authority, as amended. The non-Federal costs for LERR will be credited against the sponsor's total (percent) responsibility or sharing construction costs; any cost for LERR

in excess of 35% will be reimbursed to the sponsor. Non-Federal interests must pay 100% of OMRR&R costs assigned to non-Federal shores, and hold and save the U.S. free from damages due to the construction, operation and maintenance.

3. Project Location and Description:

The project area is located in Barrow Alaska, the northernmost community in the United States. It is located 725 air miles from Anchorage at 71° 18' N, 156° 47' W. It is approximately 6 miles south of Point Barrow, which divides the Chukchi and Beaufort Seas. The shoreline runs northeast to southwest, with the town facing the Chukchi Sea (Figure 1). The extent of coastline currently being studied is approximately 25,300 feet in length.

The community of Barrow is also referred to as Utqiagvik. The State of Alaska issued an order and made the name, Utqiagvik, official on December 1, 2016. For the sake of continuity in the feasibility study, the name Barrow is used.

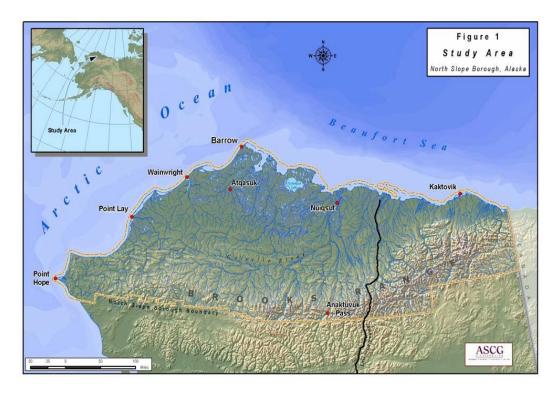


Figure 1. Vicinity Map

The project has been divided into six reaches (identified as one through six, see Figure 2), based on what measures would be most effective preventing erosion and flooding given terrain and existing infrastructure. Along reaches one and two (the bluff and Barrow) a rock revetment would be built to prevent further bluff erosion. In reach three (the lagoon) a revetted berm would be constructed. Finally, reaches four through six (Stevenson Street) would be raised and revetted. (Figure 2).

The project reduces flooding and erosion impacts to the entire five mile study area. A rock revetment would be constructed against the natural bluff. A revetted berm would be constructed to reduce the risk of saltwater inundation to the community's freshwater source in the Lagoon area. The areas of Browerville, South and Middle Salt, and NARL would have a raised and revetted Stevenson Street to reduce the risk of flooding and over topping of the road during strong weather events.



Figure 2. Project Reaches

4. Decription of LERR Required:

LERR necessary to implement this project are lands owned by the North Slope Borough, Ukpeaġvik Iñupiat Corporation (UIC), City of Barrow, private owners and native allotees, shown in Table 1.

Table 1: LERR Requirements

Feature	Owners	Acres	Standard Estate See Section 7
Revetment	1 Parcel, NFS	.91	Estate #26
Reaches 1 & 2	12 Parcels, Other	7.51	
Berm/Revetment	2 Parcels, NFS	.04	Estate #26
Reach 3	18 Parcels, Other	15.79	
Revetment/Raised Road	2 Parcels, NFS	0.69	
Reaches 4, 5, & 6	7 Parcels, Other	85.96	
TOTAL PROJECT BOUNARY	42 Parcels	110.90	

Three staging and two barge offloading areas have been identified for the proposed project. Figure 3 shows the staging areas. The two barge offloading areas are directly offshore of both the south and north staging areas. These areas are already used by the community and will be where the project rock and equipment are offloaded. If the NSB is unable to acquire State of Alaska land and two parcels listed as "Native Restricted Property", the final design will not include protection of these properties. The discontinuous revetment would not fully reduce the risk of erosion at the bluff area and the responsibility would revert to the land owner to reduce risk to their property as they see fit. Section 7.8.2 of the FR explains the risks associated with these three identified properties in more detail. The real estate acquisition risk for a permanent easement is identified in Table 16 of Section 7.10.2 of the FR.

Those tracts listed on Schedule A as "Native Restricted Property" are subject to the following:

25 U.S.C.A. 357

§ 357. Condemnation of lands under laws of States

Lands allotted in severalty to Indians may be condemned for any public purpose under the laws of the State or Territory where located in the same manner as land owned in fee may be condemned, and the money awarded as damages shall be paid to the allottee.

Section 357 (31 Stat. 1084, passed by Congress in 1901) is part of Chapter 9 of the "Indians" Code and refers to a formal process called "Allotment of Indian Lands". Section 334 of that Chapter provided that Indians not residing on reservations could "make settlement" upon any not otherwise appropriated lands of the United States, by application to a local land office and receipt of a patent from the United States in accordance with Sections 348 and 349. Section 348 permits the Secretary of the Interior, after approving of an allotment provided for in Chapter 9, to issue a patent to the name of the allotee for a period of 25 years for the sole use and benefit of the alottee, with the United States retaining ownership until the end of the 25 year period, at which time the land would be conveyed by the patent to the alottee in fee. According to Section 349, following the transfer of the land in fee, every allottee becomes subject to the laws of the State or Territory of the allotment and of the laws of the United States.

A separate provision of law, the Allotment Act (34 Stat. 197 as amended August 2, 1956 (now codified at 43 U.S.C. 1629g(e)), permitted the Secretary of the Interior to allot up to 160 acres of vacant, unappropriated, nonmineral land in Alaska (and some public lands) to any Indian, Aleut, or Eskimo of full or mixed blood residing in and a native of Alaska, who was head of family or at least 21 years of age.

Congress passed the Alaska Native Claims Settlement Act (43 USC 1601-1624, ANCSA) in 1971, which established a system of village and regional Native corporations to manage lands and funds received by Alaska Natives under the land transfer

provisions of the Act. ANCSA also contains a provision revoking Indian allotment authority in Alaska. The specific provision is 43 USCA 1617, which states:

(a) Revocation of authority

No Native covered by the provisions of this chapter, and no descendant of his, may hereafter avail himself of an allotment under the provisions of the Act of February 8, 1887 (24 Stat. 389), as amended and supplemented, or the Act of June 25, 1910 (36 Stat. 363). Further, the Act of May 17, 1906 (34 Stat. 197), as amended, is repealed. Notwithstanding the foregoing provisions of this section, any application for an allotment that is pending before the Department of the Interior on December 18, 1971, may, at the option of the Native applicant, be approved and a patent issued in accordance with said 1887, 1910, or 1906 Act, as the case may be, in which event the Native shall not be eligible for a patent under section 1613(h)(5) of this title.

"The Act of February 18, 1887" refers to 25 U.S.C.A. 348, the Section of the Allotment of Indian Lands Chapter that authorizes the Secretary of the Interior to issue patents for allotments claimed by Indians. According to the notes accompanying 43 U.S.C.A. 1617, the reference to "36 Stat. 363" likely refers to 36 Stat. 855, passed in 1910, which provides a process for determining the heirs of deceased Indians and the disposition and sale of their allotments. In addition to stating that the allotment allowance provision no longer applied in Alaska to Native allottees or their heirs unless an application for an allotment was pending at the Department of Interior on the effective date of ANCSA, the provision also repealed the Allotment Act, which authorized the transfer of homesteads to Native Alaskans (34 Stat. 197). Although the Allotment Act was repealed, preexisting allotments remain.

The allowance of eminent domain to condemn lands owned by Native Alaskans in Barrow is determined by the timing of the acquisition of the land and the law under which the land was acquired. The Allotment of Indian Lands provision provides expressly for eminent domain under the laws of the State in which the land is located; ANCSA does not contain eminent domain provisions, and it is assumed general eminent domain laws apply.

For lands that are available to be acquired via eminent domain, the following Alaska Statute applies:

AS 29.35.030. Eminent Domain.

(a) Except as provided in (b) of this section, a municipality may, only within its boundaries, exercise the powers of eminent domain and declaration of taking in the performance of a power or function of the municipality under the procedures set out in AS <u>09.55.250</u> - <u>09.55.460</u>. ...

"Municipality" includes municipal corporations and political subdivisions, as wells as cities or boroughs with a home rule charter or unified municipalities. The North Slope Borough was established in 1974 as a home rule borough with a charter. The Borough's Municipal Code contains a provision regarding acquisition of lands for public purposes. Under §2.38.050 – Procedures to Acquire Lands – the Borough may acquire lands for public purposes by "(6) [E]minent domain, pursuant to AS 9.55.240 through 9.55.460, AS 29.35.030 and the provisions of §2.38.090." "Public uses" for purposes of exercising eminent domain, include "all public uses authorized by the government of the United States", and several enumerated items, none of which specifically include erosion control. AS 9.55.240.



Figure 3. Staging Area and Barge Offlanding Areas

5. Baseline Cost Estimate on Acquisition of LERR:

The NFS will negotiate to secure real estate interest required for the project. The estimate of the fair market value (FMV) are based on a FMV appraisal provided by Marie Moore, North Star Borough's appraiser dated 27 December 2018. The Alaska District, Real Estate Branch, staff estimated administrative cost. Contingencies (CONT.) have been added to the estimates as follows:

<u>01.23.03.01 Real Estate Planning Documents</u>: Amount to develop "start-up" items (i.e. survey, title search, etc). 25% contingency based on reasonable cost estimates.

<u>01.23.03.02</u> Real Estate Acquisition Documents: The sponsor will have certain procedures and documents that they use to acquire property. 25% contingency based on reasonable cost estimates.

01.23.03.03 Real Estate Condemnation Documents:

10% contingency based on the normal risks of court actions.

<u>01.23.03.05 Real Estate Appraisal Documents:</u> Amount of the appraisals X the number of tracts. 20% contingency based on reasonable contract costs.

01.23.03.06 Real Estate PL 91-646 Asst. Documents:

10% contingency based on reasonable cost estimates.

<u>01.23.03.13 Real Estate Facility/Utility Relocation Documents</u>: Cost to relocated facility provided by the facility owner + contingency.

<u>01.23.03.15 Real Estate Payment Documents</u>: Amount is taken from the Appraisal and is the value of the tracts to be acquired. 20% contingency based on reasonable cost estimates.

<u>01.23.03.17 Real Estate LERR Accounting Documents:</u> The sponsor cost for providing to the Corps of Engineers all documents associated with the acquisition of the tracts. 20% contingency based on reasonable cost estimates.

The Baseline Cost Estimate for LERR is shown in Table 2. The estimates are presented in the standard Code of Accounts from M-CACES II Model Database.

Table 2: Baseline Cost Estimates for LERR

ACCOUNT	DESCRIPTION	LERR	CONT.	NON-LERR	CONT.
ACCOUNT		LENK	CONT.	NON-LEKK	CONT.
	Land & Damages				
1	Construction Contracts Documents				
1.23	Real Estate Analysis Documents				
01.23.03	Real Estate Planning Documents				
01.23.03.01	Planning by Non Federal Sponsor for Acquistion of LERR	20,000.00	5,000.00	10,000.00	2,500.00
	Review of Non Federal Sponsor		0.00	10,000.00	2,500.00
	Real Estate Acquisition Documents		0.00	0.00	0.00
01.23.03.02	Acquisitions by Sponsor	418,000.00	104,500.00	0.00	0.00
	Review of Sponsor		0.00	4,300.00	1,075.00
	Real Estate Condemnation Documents		0.00		0.00
01.23.03.03	Condemnation by Sponsor	0.00	0.00		0.00
	Review of Sponsor		0.00	0.00	0.00
	Real Estate Appraisal Documents		0.00		0.00
01.23.03.05	Appraisal by Sponsor	300,000.00	60,000.00		0.00

ACCOUNT	DESCRIPTION	LERR	CONT.	NON-LERR	CONT.
	Review of Sponsor		0.00	66,000.00	13,200.00
	PL 91-646 Asst by Sponsor	0.00	0.00		0.00
	Review of Sponsor		0.00	0.00	0.00
	Real Estate Facility/Utility Relocation		0.00		0.00
01.23.03.13	Payment by Sponsor				0.00
	Payment by Sponsor to relocate Facility/Utility	100,000.00	25,000.00		0.00
	Review of Sponsor		0.00	2,000.00	500.00
	Real Estate Payment Documents		0.00		0.00
01.23.03.15	Payment by Sponsor for LERR	2,654,664.29	530,932.86		0.00
	Payment by Sponsor (PL 91-646)	0.00	0.00		0.00
	Review of Sponsor		0.00	10,000.00	2,000.00
01.23.03.17	Real Estate LERR Credit Documents	5,000.00	1,000.00	4,300.00	860.00
	Total Admin & payment	3,497,664.29		102,300.00	
	Total contingencies		726,432.86		22,635.00
	Total LERR + Contingencies	4,224,097.15		124,935.00	
	PROJECT GRAND TOTAL				\$4,349,032

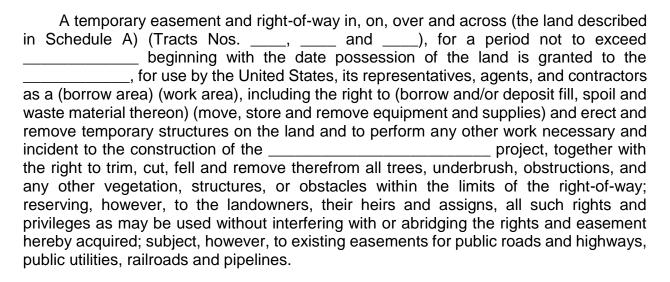
6. LERR Already Owned by the NFS: LERR is shown in Table 3.

Table 3: LERR Already Owned by the NFS

Project Tract Number	Property ID	Ownership Estate	Held by
2	R-001-031-57	Fee	Plat 87-18 Certificate of Ownership & Dedication
15	R-001-041-18	Fee	Warranty Deed Bk 0044 Pg 760 Barrow Recording Dist
38	R-001-481-31	Fee	Plat 2013-7 Certificate of Ownership
40	R-001-481-32	Fee	Plat 2013-7 Certificate of Ownership
41	R-001-021-05	Fee	Plat 86-10 Certificate of ownership dedication

7.Standard Estates:

Estate #15: TEMPORARY WORK AREA EASEMENT



Estate # 26: 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.

8. Existing Federal Projects:

There are no other existing federal projects that lies fully or partially within the LERR required for this project.

9. Federally Owned Lands:

No federally owned lands are included within the LERR required for the project.

10. Navigational Servitude

The navigation servitude may only be exercised by the Federal Government for Congressionally authorized projects or measures that are related to navigation or pursuant to regulatory authorities to protect navigation. Navigation servitude is not being applied to this project.

11. Project Map:

Project Map identified as Exhibit B.

12. Flooding Induced by Project:

There is no flooding which will be induced by the construction or the operation and maintenance of the proposed project. As such, no Physical Takings Analysis is required.

13. Relocation Assistance Benefits (P.L. 91-646):

Based on the current rate of the erosion, no persons or businesses will be displaced and no relocation assistance benefits are anticipated, if construction begins before 2025. All lands needed will be acquired through permanent easement by the NFS. If the rate of the erosion accelerates beyond the 2025 erosion line before construction, the five properties on the bluff, in Reach 1, will be in danger of going over the bluff and would require relocation. Per ER 405-1-12, 12-16 c.(11), Table 4 below identifies the five properties at the bluff that could require relocation assistance benefits if the property is constructed after 2025. Replacement home sites or replacement housing are not yet identified. The NFS will continue to reach out to the City of Barrow and UIC to determine where replacement homes sites would be located.

Table 4: Potential Properties Requiring Relocation Assistance Benefits

				Estimated	Fair
Property			Type	Persons	Market
ID	Feature	Acres	Owner	Displaced*	Value
R-001-			Drivete		\$241,600
041-10	Revetment	0.18	Filvale	4	
			Native		\$39,400
R-001-			Restricted		
041-12	Revetment	0.18	Property	Abandoned	
	Revetment	0.18	Native		\$34,900
R-001-				Abandoned	. ,
			. ,		\$85,600
	Revetment	0.18	Private	6	φοσ,σσσ
		20			\$118,300
041-15	Revetment	0.18	Private	5	Ţ, 3
	R-001- 041-10 R-001- 041-12 R-001- 041-13 R-001- 041-14 R-001-	ID Feature R-001- 041-10 Revetment R-001- 041-12 Revetment Revetment R-001- 041-13 R-001- 041-14 Revetment R-001-	ID Feature Acres R-001-	ID	Property ID Feature Acres Owner Displaced* R-001- 041-10 Revetment 0.18 Private R-001- 041-12 Revetment 0.18 Property Abandoned Revetment 0.18 Native Restricted Property Abandoned Restricted Restricted Property Abandoned R-001- 041-13 Private 6 R-001- 041-14 Revetment 0.18 Private

^{*}Note: Estimated displaced persons were calculated based on input from the Sponsor, square footage of homes and number of bedrooms.

14. Mineral Activity Impacted Present/Future:

There are no current or anticipated mineral (subsurface or surface) or timber activities within the vicinity of the proposed project that will affect construction, operation, or maintenance of the proposed project.

15. Assessment of Non-Federal Sponsor Legal Capability:

The North Slope Borough is a fully capable sponsor for acquiring the required lands, easements, and rights-of-way (See Exhibit "A" - Sponsor Real Estate Acquisition Capability Assessment). The Sponsor has professional experienced staff and legal capability to provide all LERR required for project purposes. The Sponsor's point of contact information is:

Scott Evans
Deputy Director
Department of Capital Improvement Program Management
(CIPM)

Email: Scott.Evans@north-slope.org

16. Advance Acquisition:

The NFS has been notified in writing about the risks associated with acquiring land before the execution of the Project Partnership Agreement (PPA) and the Government's formal notice to proceed with acquisition.

17. Zoning Ordinances Considered in Support of LERR Requirements:

No zoning ordinances are proposed in lieu of, or to facilitate acquisition in connection with the project.

18. Real Estate Schedule:

The anticipated project schedule, unless revised after coordination with NFS, is shown in Table 5.

Table 5: Real Estate Schedule

Task	Start
NFS – Receipt of the final real estate drawing from the Alaska District, Engineers.	2-4 weeks after PPA execution.
POA – Formal transmission of right of way drawing and instructions to acquire LERR.	4-6 weeks after PPA execution.
NFS – Certify all necessary LERR available for construction.	6-24 months after PPA execution.
POA – Certifies/verifies the NFS has acquired the real interest required and sufficiency for contract advertisement, etc.	Prior to contracting.
NFS – Prepare and submit credit requests.	6-8 months upon completion of project.
POA – Review/approve or deny credit requests.	6 months of NFS submission

19. Mitigation:

It has been determined that the project will have an adverse effect on the Utqiaġvik Village site (BAR-002). A Memorandum of Agreement (MOA) between the NFS, SHPO, and USACE has been developed and was signed on 7 June 2019. The MOA migitates the adverse effects that the project has on BAR-002 through archaeological excavation and monitoring.

20. Facility/Utility Relocation:

Power Poles and Power Lines:

The Barrow Utilities and Electric Cooperative, Inc. (BUECI) is the owner of the three (3) power poles that require relocation. BUECI provided the estimated cost to relocate the three BUECI poles and accessories to be \$100,000. Should the pole located north of pole #1, at 71°18'14.27"N/156°45'26.475" W and/or its associated feeder line infrastructure need to be relocated, those costs should be within the project contingency. Power pole relocations are shown in Table 6.

A Final Attorney's Opinions of Compensability and final relocation determination will be provided during PED. Any conclusion or categorization contained in this report that an item is a utility or facility relocation to be performed by the non-federal sponsor as part of its LERRD responsibilities is preliminary only. The government will make a final determination of the relocations necessary for the construction, operation, or maintenance of the project after further analysis and completion and approval of final attorney's opinions of compensability for each of the impacted utilities and facilities.

ANY CONCLUSION OR CATEGORIZATION CONTAINED IN THIS REPORT THAT AN ITEM IS A UTILITY OR FACILITY RELOCATION TO BE PERFORMED BY THE NON-FEDERAL SPONSOR AS PART OF ITS LERRD RESPONSIBILITIES IS PRELIMINARY ONLY. THE GOVERNMENT WILL MAKE A FINAL DETERMINATION OF THE RELOCATIONS NECESSARY FOR THE CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PROJECT AFTER FURTHER ANALYSIS AND COMPLETION AND APPROVAL OF FINAL ATTORNEY'S OPINIONS OF COMPENSABILITY FOR EACH OF THE IMPACTED UTILITIES AND FACILITIES.

Table 6: Power Poles To Be Relocated

ID	LOCATION (Lat/Long)
1	71°18'13.461"N/156°45'28.914"W
2	71°18'42.73"N/156° 43'51.943"W
3	71°19'27.865"N/156° 41'32.277"W

21. Environmental Impact:

The completed environmental assessment supports the conclusion that the action does not constitute a major federal action significantly affecting the quality of the human and natural environment. An environmental impact statement is therefore not necessary for the Alaska District's construction of coastal erosion and flooding risk reduction structures in Barrow, Alaska.

22. Landowner Opposition:

The public gave feedback about their concerns, but had no opposition to the project. Public comments were solicited during the concurrent review period (4 September 2018 through 21 October 2018). A total of 362 comments were received, 10 of which were relevant to property acquisition. Further coordination will be ongoing between the City of Utqiavik, U.S. Army Corps of Engineers, State and Federal resource agencies, and residents in the area; public notices will be distributed within the project vicinity.

23. Cultural Resources:

The Recommended Plan would protect the archeological site in Barrow and the associated cultural resources and cultural opportunities. It is assumed that access for persons and equipment for construction in Reach 1 and any required maintenance of the project in the vicinity of the Utqiagvik Village Site (BAR 002) would be from the beach side to ensure that no negative impacts to resources at the site occur.

24. Other Real Estate Issues:

The following section describes the four remaining Real Estate issues for project implementation.

Beach Access

Four existing beach access areas (breaks in the sacrificial berm or natural coastline features) are currently used for public vessel launching, commercial goods offloading and public access for the community to gain access to the beach from the road. The intent of the Recommended Plan is to maintain these four beach access area in their current location.

If the plans and specifications developed during PED require a change in the location of any or all of the beach access areas, then these beach access areas would be treated as relocations. There is currently no infrastructure in these four areas. These locations are both natural breaks in the coastline used for public access for recreation and subsistence activities and breaks in the sacrificial berm where the community places removable rubber mats to launch vessels and barge landing to offload goods. No land would need to be acquired if either the four beach access areas are maintained in their current location or relocated along the beach in Barrow. Land ownership can be found in Tables 1 and 3. The below images show examples of existing beach access areas that plan to be maintained with implementation of a project. Figure 4 shows a break in the sacrificial berm used by the public to access the beach, similar to walking through a break in a sand dune. Figures 5 and 6 show the same beach access area from different viewpoints.



Figure 4. Break in the sacrificial berm for public beach access in Barrow, Alaska



Figure 5. Public beach access at natural break in the coastline between Reaches

1 and 2 (view from the ground).



Figure 6. Public beach access at natural break in the coastline between Reaches 1 and 2 (view from the air). The red arrow shows the viewpoint from Figure 5.

LERR Crediting

The borough has been advised of Public Law (P.L.) 91-646 requirements and the requirements for documenting expenses for LERR crediting purposes.

Sponsor Facility

The Sponsor Facility is a one lane road within reaches four through six that would be raised during implementation of a project. Acquiring the land is the responsibility of the NFS, and may be required as part of the PPA, because it is necessary for project benefits to accrue.

Landfill Ownership

The landfill is owned by the NFS and located outside of the project area. The conveyance documents are included in Exhibit B.

PREPARED BY:	REVIEWED AND APPROVED BY:
RONALD J. GREEN	STANLEY WHARRY
Realty Specialist	Acting Chief, Real Estate Branch

SCHEDULE A

Project Tract			Acres	
Number	Property ID	Feature	Required	TypeOwner
1	State AKDOT	Revetment	1.84	State
2	R-001-031-57	Revetment	0.91	NFS
	Lot 1 Blk 39 USS			
3	4615	Revetment	1.84	City
4	R-001-031-25	Revetment	3.05	City
5	R-001-031-30	Revetment	0.04	City
6	R-001-031-31	Revetment	0.07	Native Restricted Property
7	R-001-031-32	Revetment	0.09	Native Restricted Property
8	R-001-041-10	Revetment	0.09	Private
9	R-001-041-11	Revetment	0.09	Native Restricted Property
10	R-001-041-12	Revetment	0.10	Native Restricted Property
11	R-001-041-13	Revetment	0.10	Native Restricted Property
12	R-001-041-14	Revetment	0.10	Private
13	R-001-041-15	Revetment	0.09	Private
14	ROW Okoksik St	Berm/Revetment	0.28	City
15	R-001-041-18	Berm/Revetment	0.04	NFS
16	R-001-041-19	Berm/Revetment	0.14	Private
17	R-001-041-20	Berm/Revetment	0.10	City
18	Lot 17 USS 4615	Berm/Revetment	9.00	City
19	R-001-081-32	Berm/Revetment	0.69	City
20	R-001-081-33	Berm/Revetment	1.58	City
21	ROW Stevenson St Between 260 - 265	Berm/Revetment	0.06	Native Corporation

Project Tract			Acres	
Number	Property ID	Feature	Required	TypeOwner
	ROW Stevenson St			Native
22	Between 265 - 270	Berm/Revetment	0.67	Corporation
23	R-001-021-32	Berm/Revetment	0.03	Native Restricted Property
24	R-001-021-33	Berm/Revetment	0.04	Native Restricted Property
25	R-001-021-03	Berm/Revetment	0.05	Private
26	R-001-021-02	Berm/Revetment	0.04	Native Restricted Property
				Native
27	R-001-021-37	Berm/Revetment	0.38	Corporation
28	R-001-021-38	Berm/Revetment	0.39	Private
29	R-001-021-39	Berm/Revetment	0.86	Private
30	ROW Panestak Road	Berm/Revetment	0.10	City
31	R-001-151-08	Revetment/Raise Road	2.86	City
32	ROW Stevenson St Between 275 -385	Revetment/Raise Road	16.64	Native Corporation
33	R-001-191-01	Revetment/Raise Road	1.62	Native Corporation
34	R-001-191-02	Revetment/Raise Road	2.44	Native Corporation
35	ROW Stevenson St Between 380 - 460	Revetment/Raise Road	6.84	Native Corporation
36	Lot 9 USS 5253	Revetment/Raise Road	26.37	Native Corporation
37	Lot 9 USS 5253	Revetment/Raise Road	29.18	Native Corporation
38	R-001-481-31	Revetment/Raise Road	0.64	NFS
39	R-001-041-21	Berm/Revetment	0.00	Private
40	R-001-481-32	Revetment/Raise Road	0.05	NFS

Project				
Tract			Acres	
Number	Property ID	Feature	Required	TypeOwner
41	R-001-021-05	Berm/Revetment	0.01	NFS
	ROW Egasak St			
42	Between 230 - 245	Berm/Revetment	1.37	City

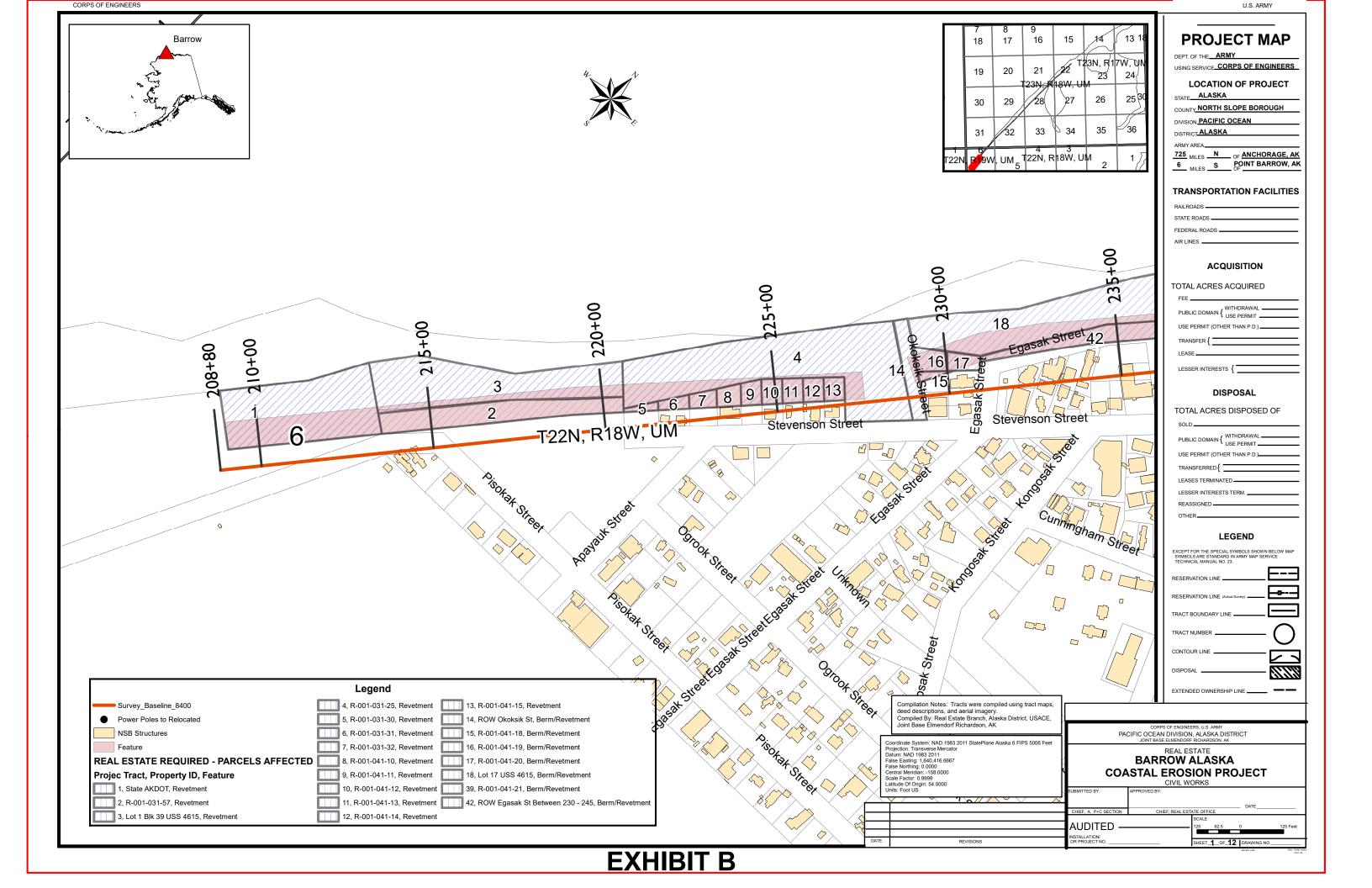
EXHIBIT A

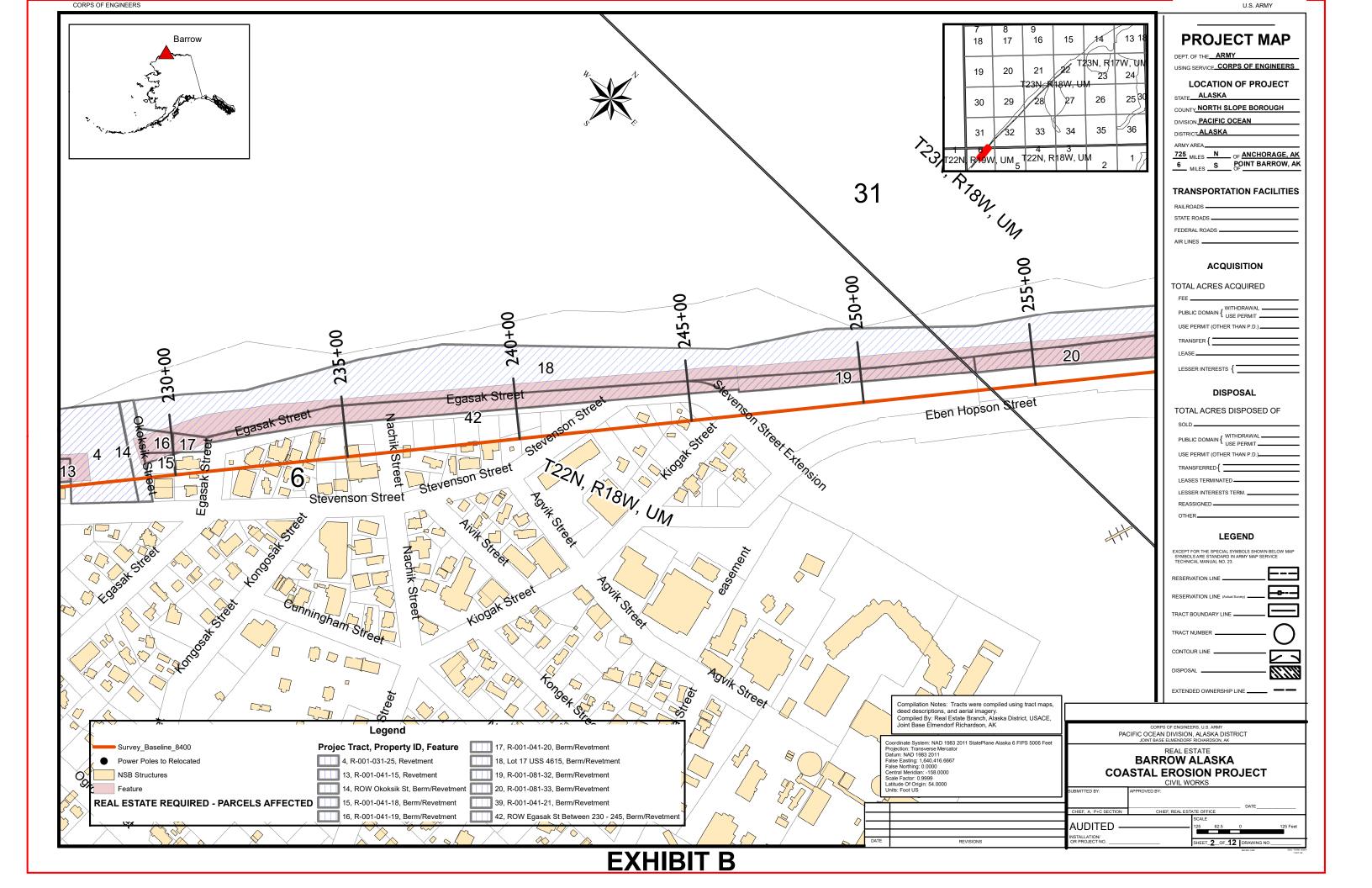
ASSESSMENT OF NON-FEDERAL SPONSOR'S REAL ESTATE ACQUISITION CAPABILITY COASTAL EROSION, SEC 116, FEASIBILITY STUDY

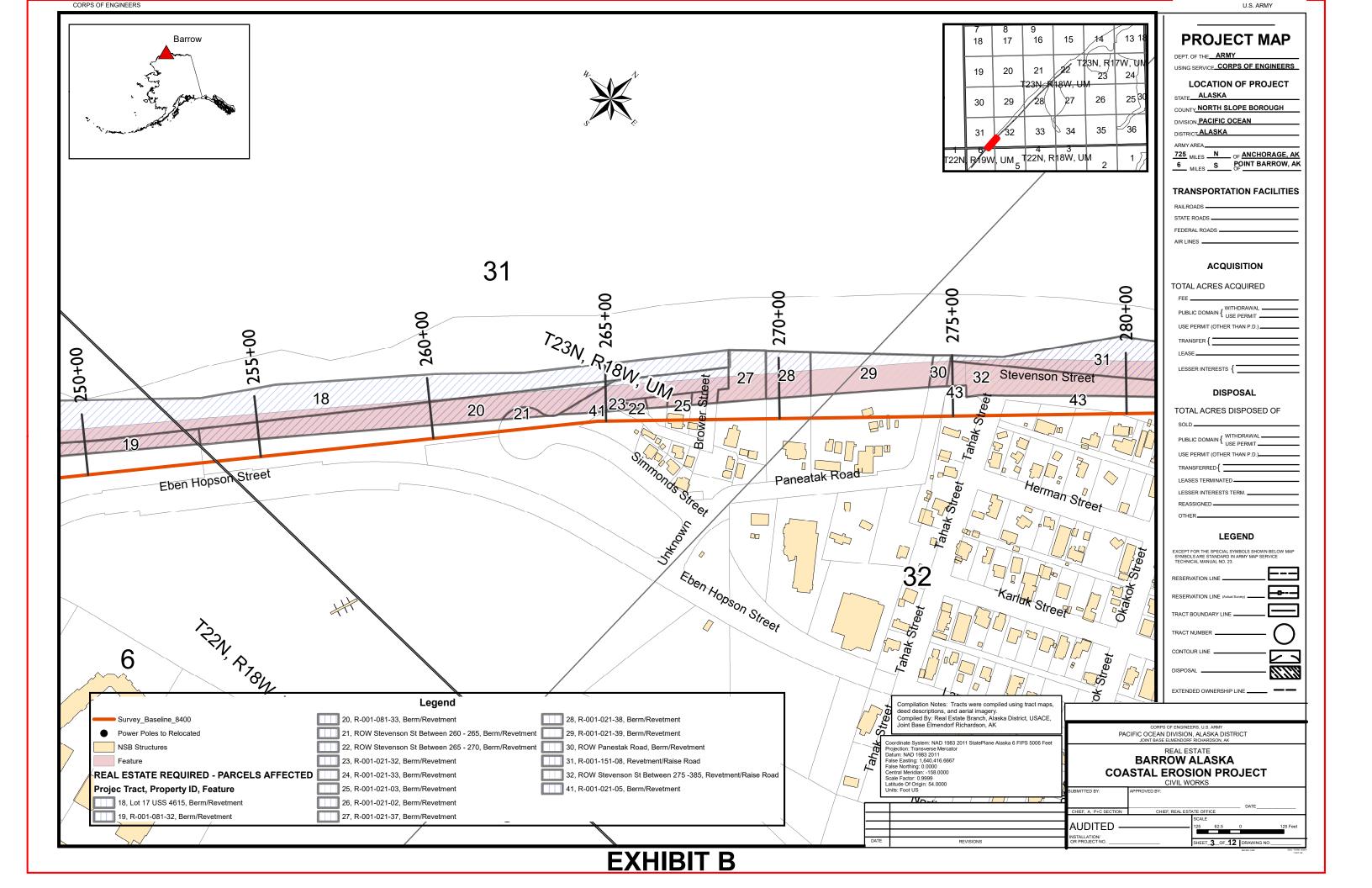
BARROW, ALASKA

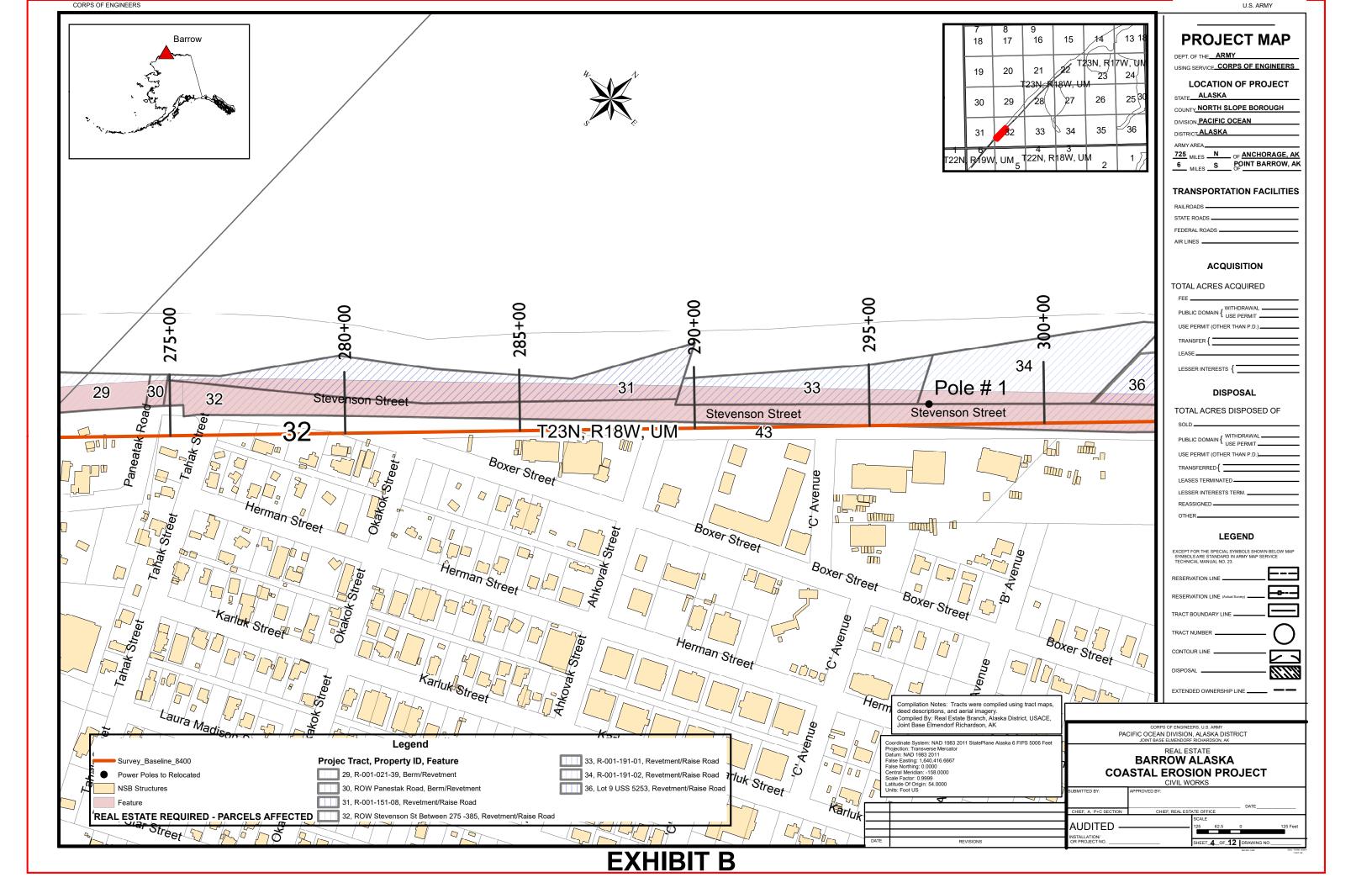
1.	LEG	AL AUTHORITY:		
	a.	Does the sponsor have legal authority to acquir project purposes?	YES	NO
	b. 1	Does the sponsor have the power of eminent do	omain for this project?	NO
	c. I	Does the sponsor have "Quick-Take" authority	for this project? YES	NO
	d.	Are any of the lands/interests in land required sor's political boundary?	for this project located YES	outside the
	е.	Are any of the lands/interests in land required whose property the sponsor cannot condemn?	for this project owned YES	by an entity NO
2.	a.	MAN RESOURCE REQUIREMENTS: Will the sponsor's in-house staff require training requirements of Federal projects including P.	ng to become familiar L. 91-646, as amended YES	with the real
	b. train	If the answer to 2a is "YES" has a reasonable ing?	plan been developed to YES	NO
	c. meet	Does the sponsor's in-house staff have sufficient its responsibilities for the project?	ent real estate acquisiti	on experience to
	d. work	Is the sponsor's projected in-house staffing level load, if any, and the project schedule?	vel sufficient considering YES	ng its other NO
	e.	Can the sponsor obtain contractor support, if r	equired in a timely fas	hion? NO
	Г.	Will the sponsor likely request USACE assista	nnce in acquiring real c	estate?

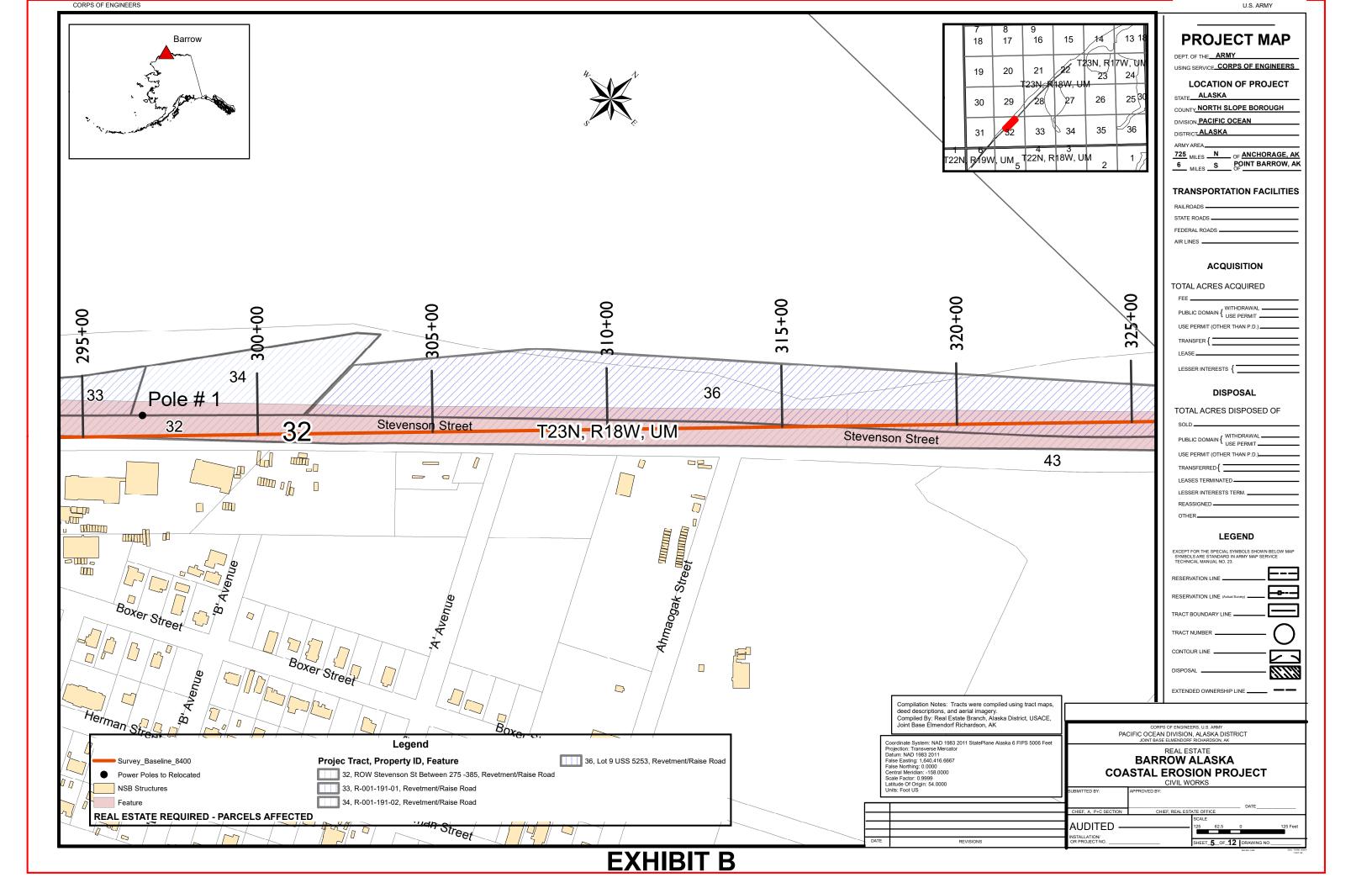
3.	OTHER PROJECT VARIABLES:					
	a.	Will the sponsor's staff be located with	nin reasonable proximity to t	he project site? NO		
	b.	Has the sponsor approved the project/r	real estate schedule/milestone	es? NO		
4.	OV a.	TERALL ASSESSMENT: Has the sponsor performed satisfactori	ly on other USACE projects	? NO		
	b.	With regard to this project, the sponsor	is anticipated to be:			
		HIGHLY CAPABLE MODERATELY CAPABLE INSUFFICIENTLY CAPABLE	FULLY CAPABL MARGINALLY (
	Jus	tification for Insufficient Capability:				
5.	CO a.	COORDINATION: a. Has this assessment been coordinated with the sponsor? YES				
	b.	Does the sponsor concur with this asse	ssment?	NO		
	Jus	tification for Sponsor Non-concurren	ce:			
SPON	SOR	R: NORTH SLOPE BOROUGH				
Han (Signatu Hayre Printed	Boure) 1 16. Name	Brower Tr. Mayor e and Title)	REVIEWED AS TO FOR	RM		
PREP	ARE	ED BY:	REVIEWED AND APPR	OVED BY:		
GREEN.RONALD.JON Digitally signed by GREENBONALD.JONATHAN.12025791 ATHAN.1202579147 47 47 Lote: 2019.05.20 13:389.2 -08'00'			DERAVEL.ALEXAND Digitally signed by DERAVEL.ALEXANDRE.PJ.1550199 RE.PJ.1550199048 048 Date: 2019.05.20 14:57:18-06'00'			
RONALD J. GREEN Realty Specialist			ALEX deRAVEL Chief, Real Estate Real Estate Contracting Offic	er		

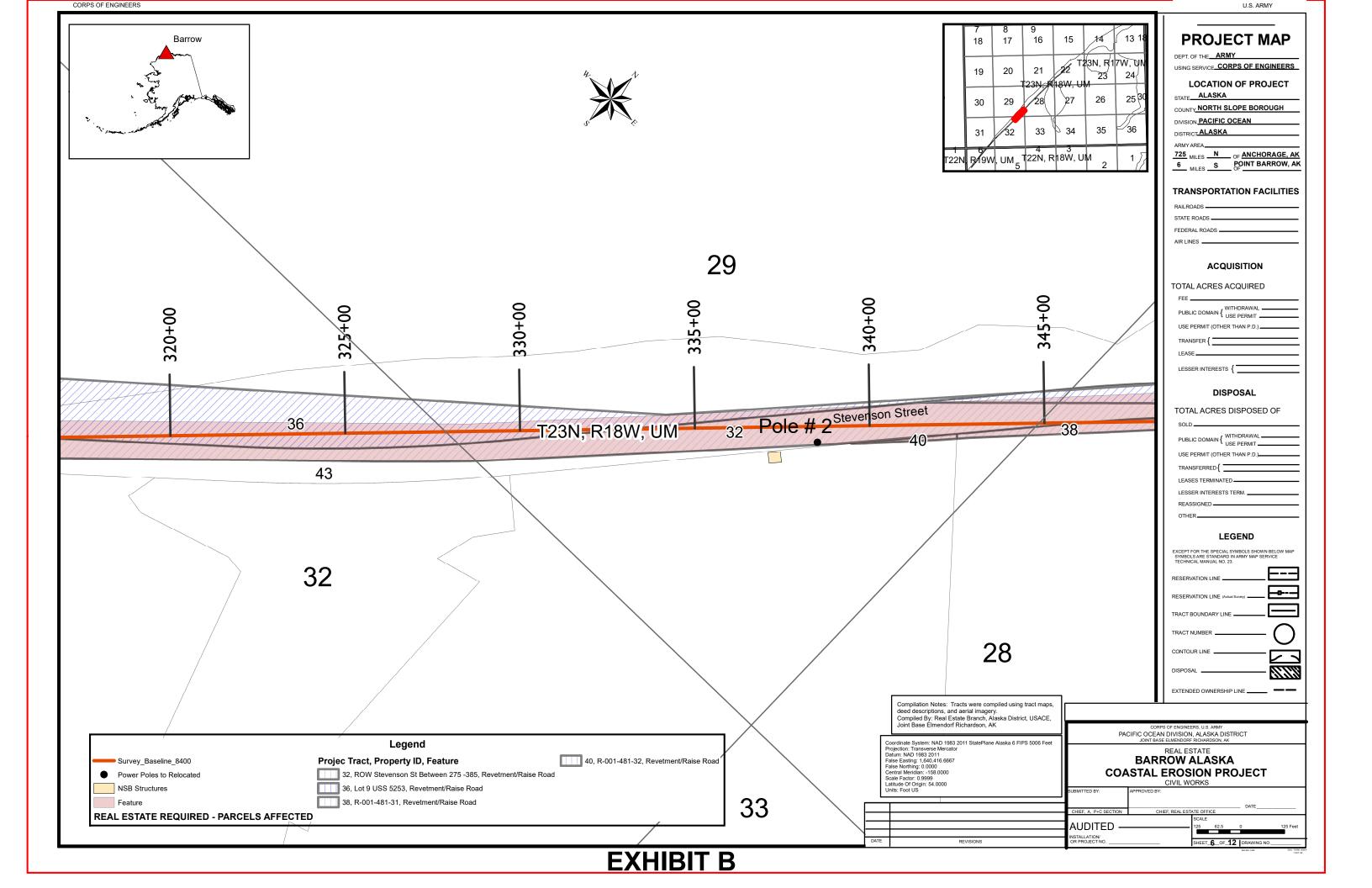


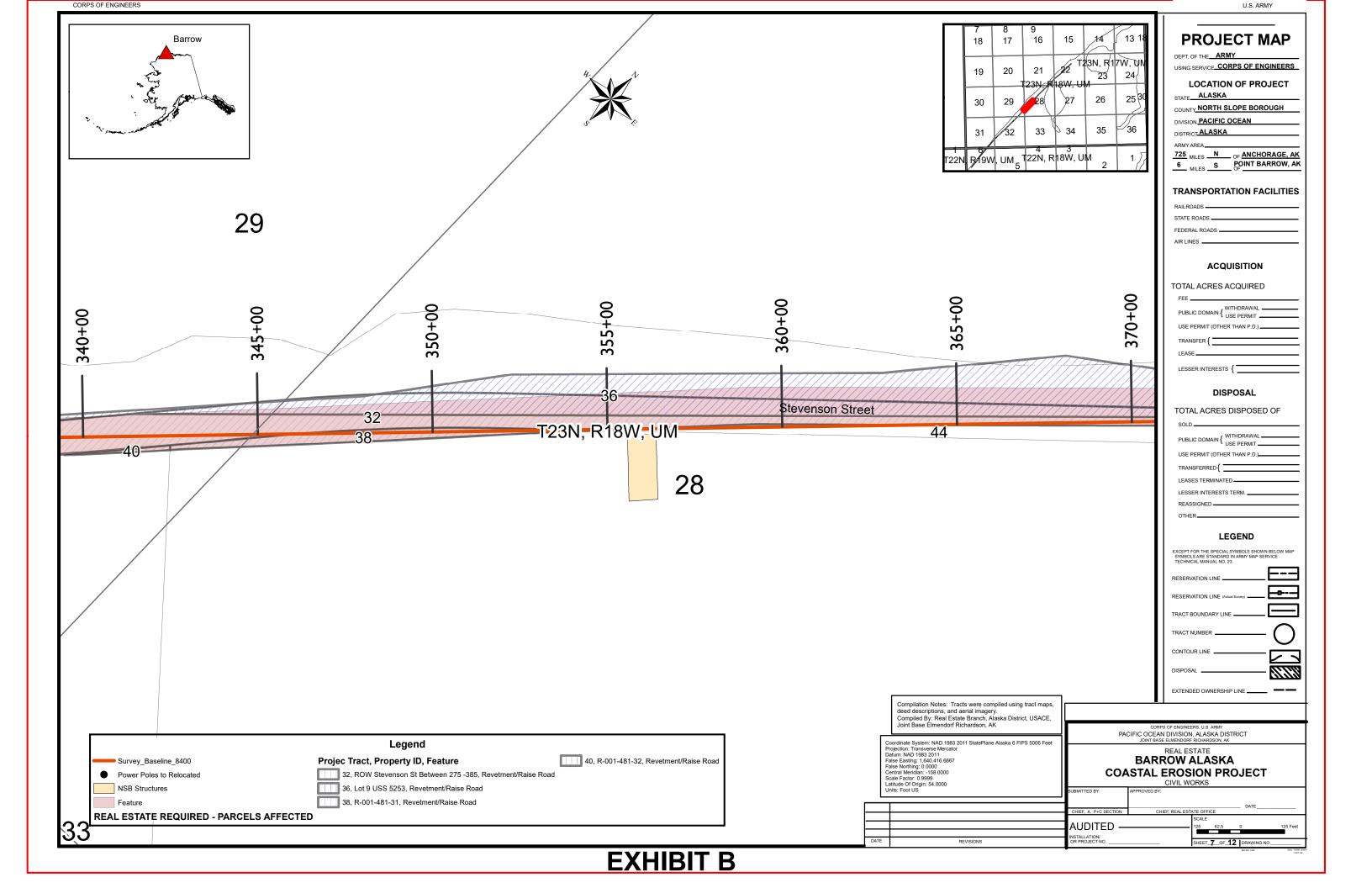


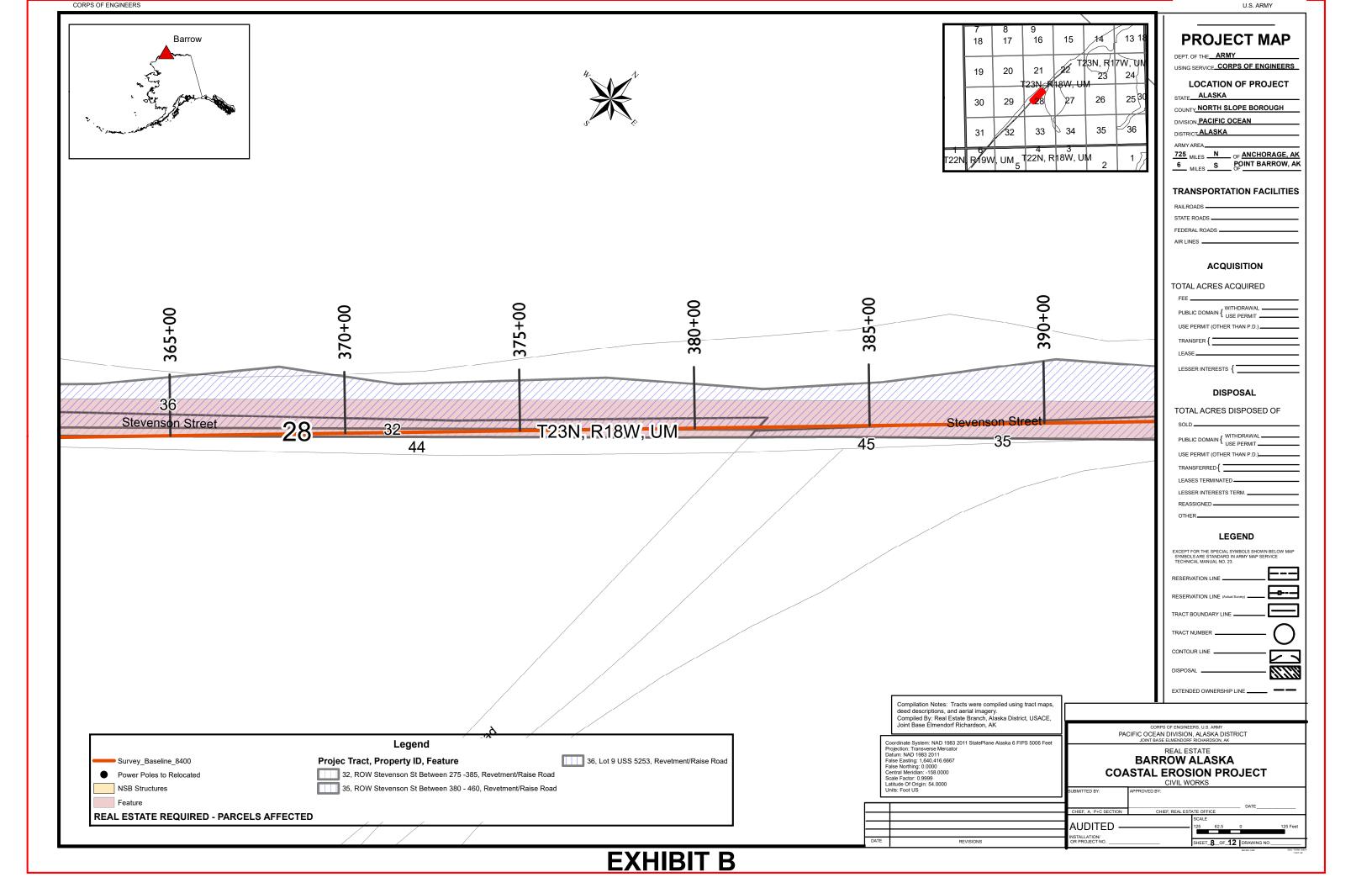


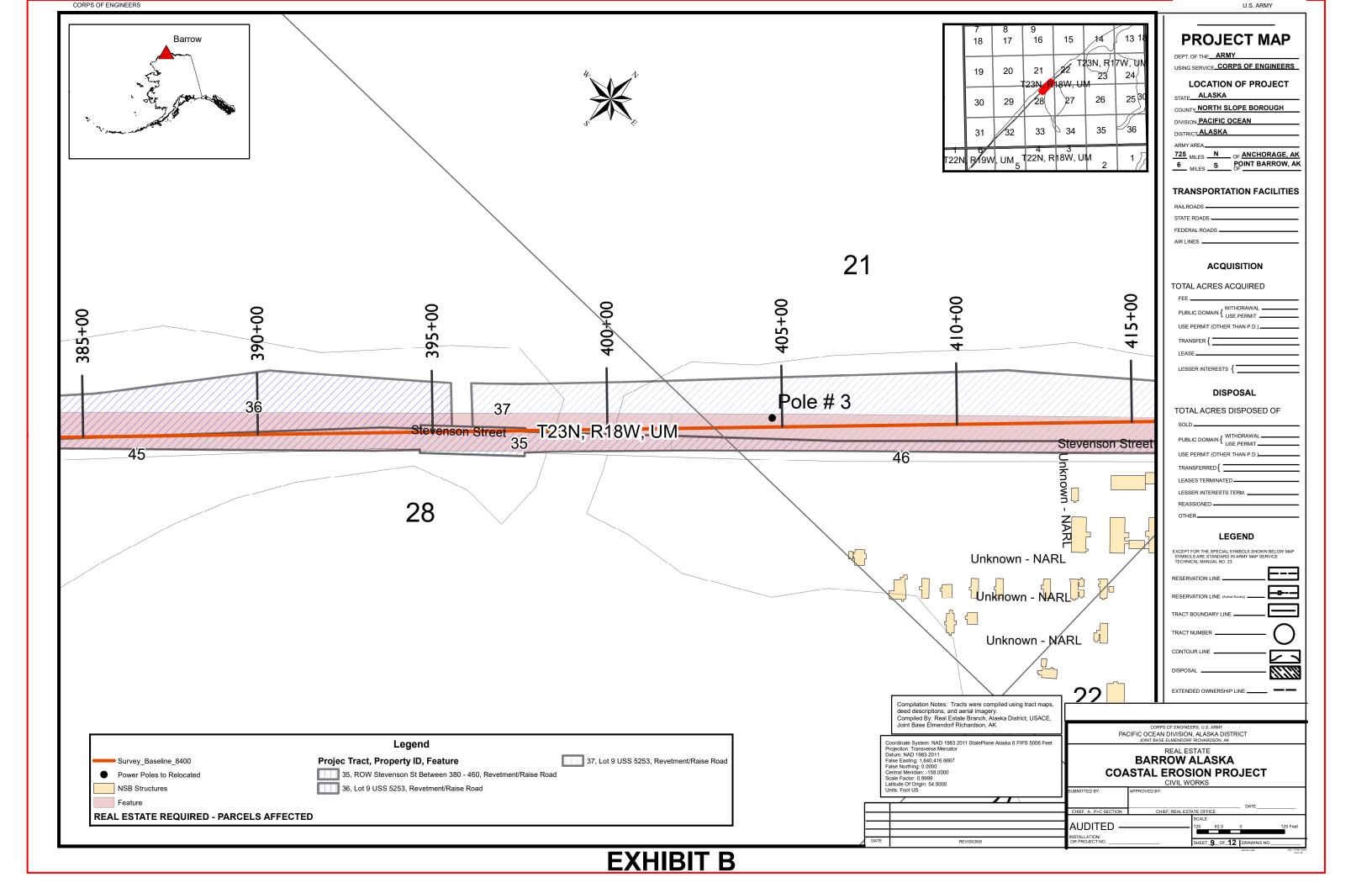


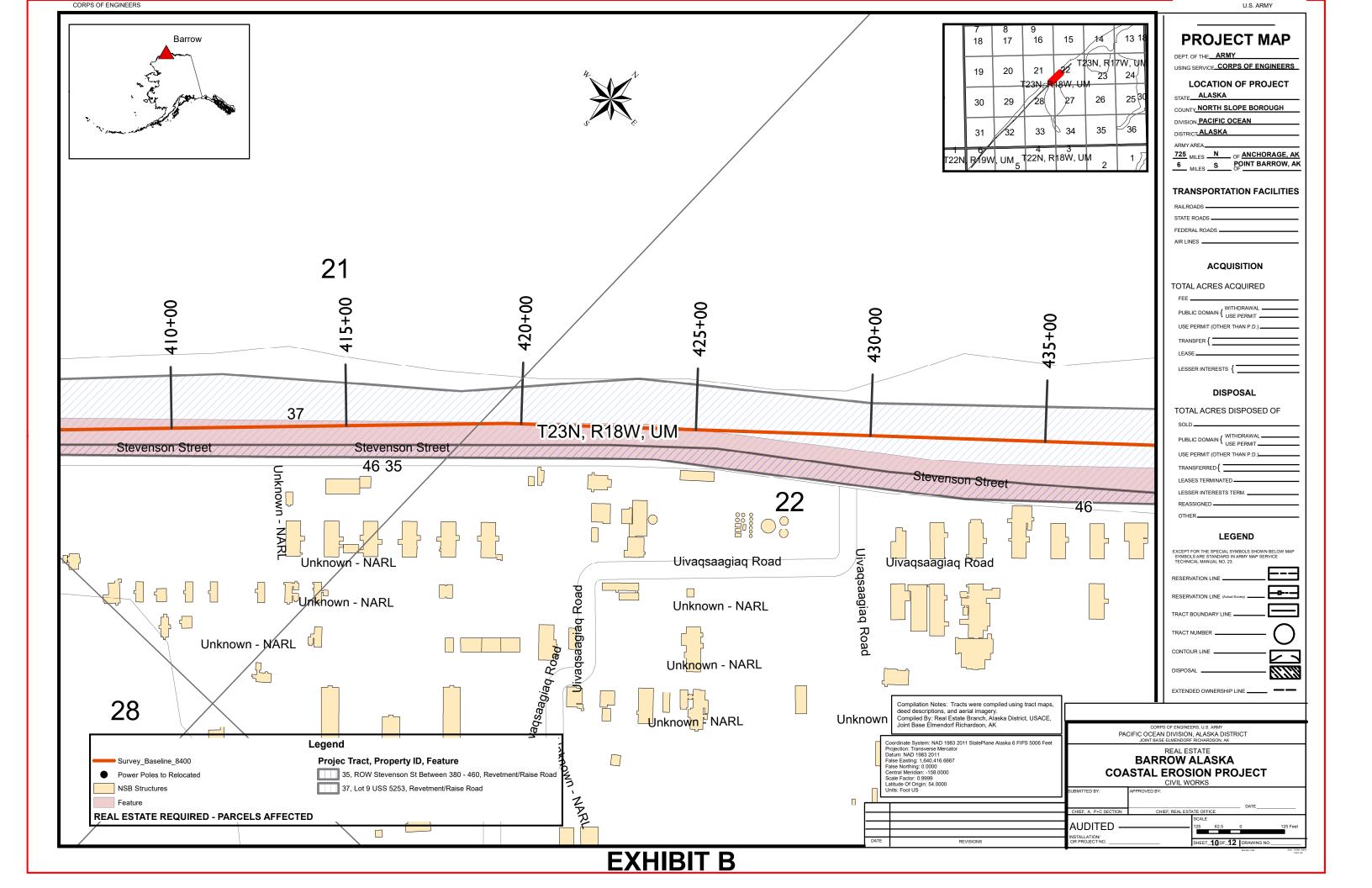


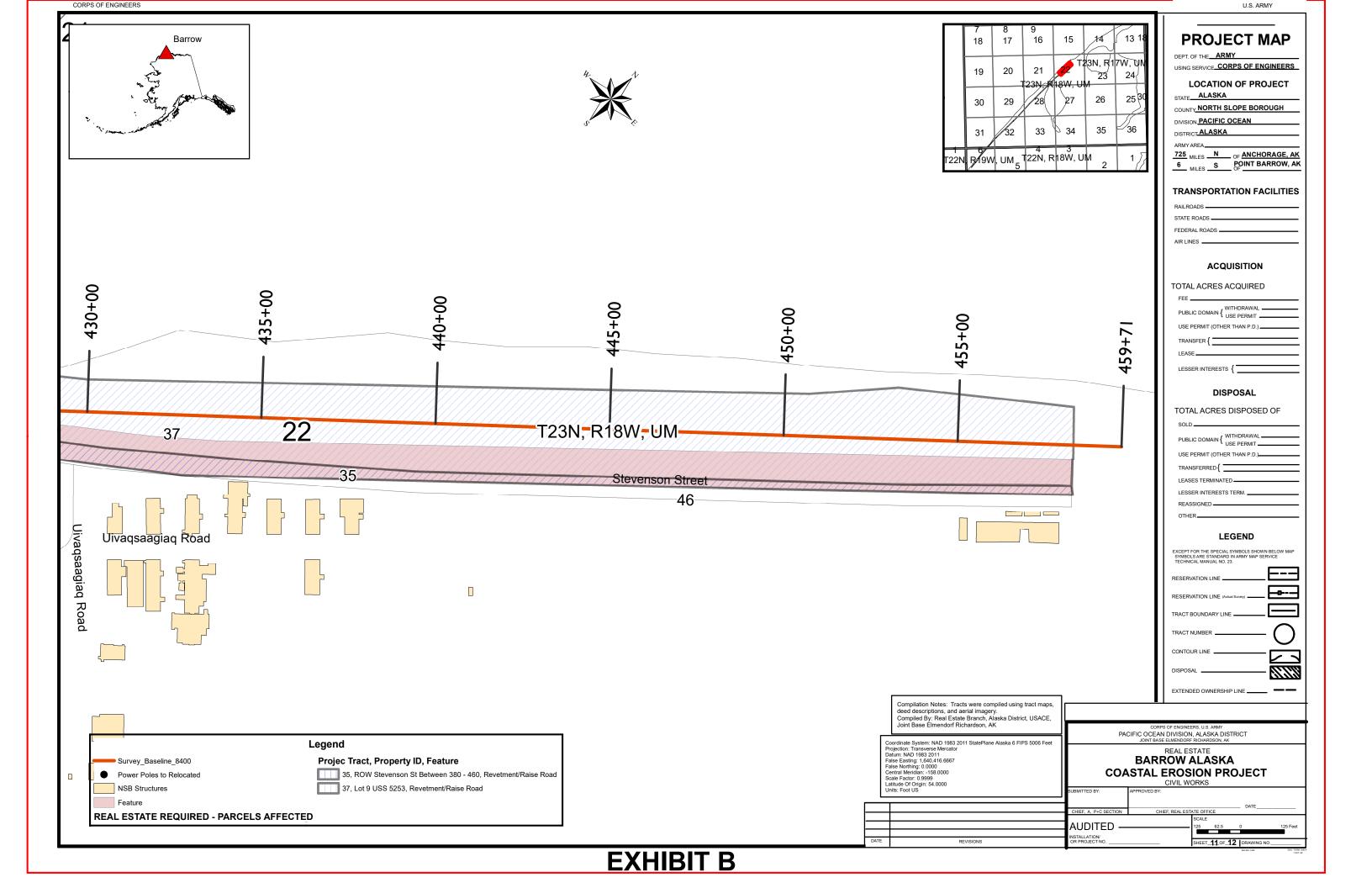












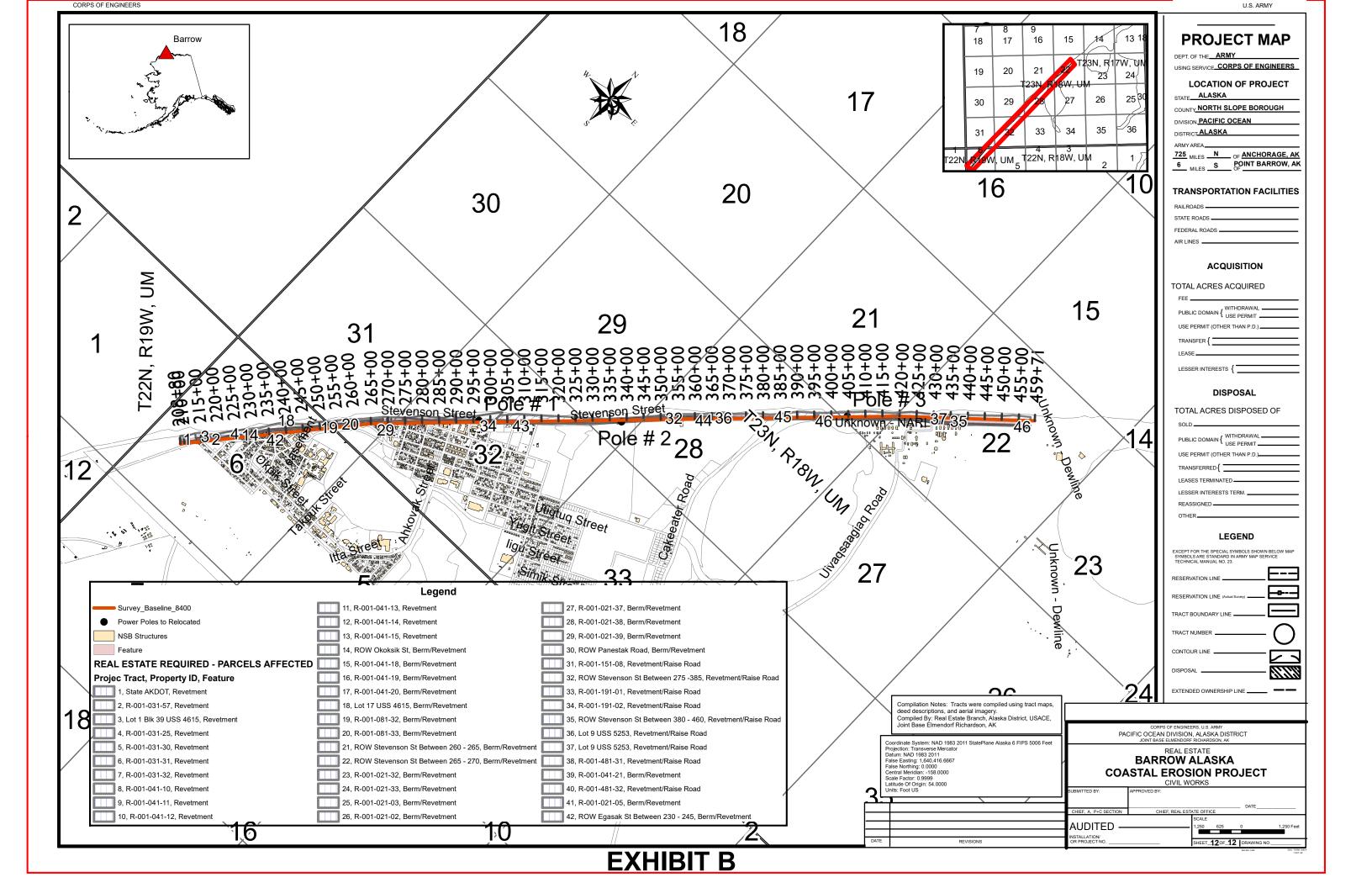


EXHIBIT C

100 0049 max 012 (c)

WARRANTY DEED

Grantor, UKPEAGVIK INUPIAT CORPORATION, an Alaska Corporation, whose address is P. O. Box 427, Barrow, Alaska, 99723, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, particularly cancellation of a debt arising out of the exercise of a purchase option on the ground lease referenced below, the receipt and sufficiency of which is hereby acknowledged and confessed, CONVEYS and WARRANTS to the following Grantee:

NORTH SLOPE BOROUGH P. O. Box 69 Barrow, Alaska 99723

all of its right, title, interest, estate and claim in and to the surface estate of that certain real property located in the State of Alaska and more particularly described as follows:

Tract "J-1" Browerville Addition No. 4 as described in Plat 86-13, filed in the Barrow Recording District.

SUBJECT TO all reservations, easements, and restrictions of record, and to encroachments ascertainable by physical survey or inspection of the property.

Through acceptance of this deed, Grantor and Grantee acknowledge the cancellation of that certain Ground Lease covering Tract "K" recorded in Book 39, page 669, Barrow Recording District through Grantee's exercise of Covenant Five of that Lease. Exercise of Covenant Five has resulted in the transfer of title to Tract "K" to Grantee along with the refund of certain monies which form a portion of the consideration given by Grantee to Grantor for the conveyance of the real property which is the subject of this deed.

Return To North Slope Borough PO Box 69 Borrow, Alaska 99723

• ", " • "

WARRANTY DEED/ Page 1 ancsa.wd/dsc/tml

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TO HAVE AND TO HOLD, the same, together with all and singular tenements, hereditaments and appurtencances and privileges belonging thereto, and all the right, title, interest, estate and claim whatsoever of the Grantor to the use and benefit of the Grantee, its successors and assigns forever.

DATED this 5th day of December . 1986.

UKPEAGVIK INUPIAT CORPORATION

ex. Kelot a Vodustiane

Its: President

STATE OF ALASKA

SECOND JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 5/14 day of Accounty . 1986, by the Varderstrasse of the Ukpeagvik Inupiat Corporation, an Alaskan corporation, on behalf of the corporation.

Hotary Public in and for Alaske 11760.
Hy Commission Expires: 4/272 40

87-0138

RECORDED FILES BARPOW RECORDING DISTRICT

FEB II 2 06 PH III

WARRANTY DEED/ Page 2 ancsa.wd/dsc/tml

