### ACQUISITION AGREEMENT FOR AUKE BAY MARINE STATION

This acquisition agreement is made by and between the **University of Alaska**, a body corporate under the Alaska Constitution whose address is 1815 Bragaw Street, Suite 101, Anchorage, Alaska 99508-3438 ("UA"), and the **City and Borough of Juneau**, **Alaska**, a municipal corporation whose address is 155 S. Seward St., Juneau, Alaska, 99801 ("CBJ"). The UA and CBJ are collectively referred to herein as the "Parties."

List of Attached Exhibits

Exhibit 1: Estimate of subdivision costs Exhibit 2: UA application to US DOE. Exhibit 3: CBJ application to MARAD. Exhibit 4: Drawing with notes. Exhibit 5: Parcel for UA to receive. Exhibit 6: Parcel for CBJ to receive.

### A. RECITALS

1. The United States of America owns the following real property, collectively known as the Auke Bay Marine Station ("ABMS"):

### ABMS1

Legal Description: Fraction of USS 1500 consisting of approximately 154,123 sq. ft. (3.54 acres) in the Juneau Recording District, First Judicial District, State of Alaska. Tax ID: 4B2301050040

Parcel Address: 11305 Glacier Highway, Juneau, AK, 99801

### ABMS2

Legal Description: Fraction of USS 1504 consisting of approximately 18,278 sq. ft. (0.42 acres) in the Juneau Recording District, First Judicial District, State of Alaska. Tax ID: 4B2301050050 Address: 11309 Glacier Highway, Juneau, AK, 99801

- Address. 11509 Glaciel Highway, Julieau, AK, 99801
- 2. The United States General Services Administration ("GSA") on March 31, 2016, identified the ABMS as surplus and gave public agencies an opportunity to submit applications for acquisition (GSA Control No. 9-C-AK-0855).
- 3. The UA submitted an application through the U.S. Department of Education to acquire the ABMS. Exhibit 2. DOE informed UA in writing on September 27, 2016, that it had contingently approved the application for research and classroom uses and that UA would be granted a Public Benefit Allowance of 100 percent. The UA desires the property so it can develop robust research and educational programs in the natural sciences such as marine biology, biology, environmental science and geography, through control of the Main Building and access to waterfront facilities, including the dock.

- 4. The CBJ, through its Docks and Harbors Department ("DH"), also submitted an application to acquire the ABMS. Exhibit 3. MARAD informed DH in writing on November 7, 2016, that it had approved the application for a port facility public benefit allowance and that it requested GSA authorize the conveyance to the CBJ. The DH desires the property so it can further develop its master plan for Statter Harbor, which envisions a new public dock facility for scientific, government, commercial, and recreational users, which includes uplands support facilities.
- 5. The CBJ Manager has authority to acquire property on behalf of the CBJ pursuant to CBJ 53.04. The DH has authority to lease property pursuant to CBJ Title 85 upon approval by the Assembly by ordinance. CBJ Title 53.
- 6. The UA has authority to enter into this agreement pursuant to Alaska Statutes 14.40.170, 14.40.250, and AS 14.40.291, and Board of Regents' Policy 05.11.050, and pursuant to UA Board of Regents action on June 3, 2016, authorizing the UA President to proceed with applying for acquisition of the ABMS;
- 7. The Parties have met and decided that instead of competing for the ABMS, the public interest is best served if the Parties agree on a partition of ABMS into two parcels to be conveyed individually to the two parties.
- 8. The Parties have communicated their intent to arrive at a partition agreement to the General Services Administration, which has confirmed that both the DOE and MARAD are amenable to a partitioning of the property. The GSA has indicated that the federal agencies just need recordable legal descriptions, both to complete GSA's assignment of the applicable partitioned portion of the property to the sponsoring agency and for the sponsoring agencies to complete their drafting of the Quitclaim Deeds for each applicant. The applications with the sponsoring agencies may need to be amended to include the partitioned portion of the property to which the applicant will be receiving title; however, the amended application will not affect the agency's prior determinations.

THEREFORE, to settle the otherwise competing applications for ABMS, the following is mutually agreed to by the Parties:

### **B. AGREEMENT**

- 9. **Condition Precedent**. The Parties explicitly make this agreement on the condition precedent that the United States of America is ready, willing, and able to convey ABMS to the Parties as described herein. In the event that this agreement results in either party failing to qualify for the public benefit allowance authorizing conveyance of the ABMS parcel to that party without consideration for the acquisition, this agreement will be voidable at the behest of the party losing the advantage of that public benefit allowance.
- 10. **Amendment of Applications**. The Parties will submit this agreement as an amendment to their respective acquisition applications to jointly request conveyance of a separate parcel of the ABMS to each Party with the terms and conditions described in this agreement. Except for the amendments explicitly or implicitly made by this agreement, the provisions in the Parties' original applications remain unaffected. Each party agrees to act in good faith and support the other's application. *See* Exhibits 2 & 3.

- 11. Acquisition Price. The Parties will not pay money to the United States of America to acquire ABMS, although the Parties will be required to comply with the terms of the conveyances.
- 12. **Separate parcels**. The Parties agree that the UA is to obtain the southern/eastern portion of ABMS and the CBJ is to obtain the northern/western portion of ABMS. The legal descriptions and depictions for each parcel are in Exhibits 5 and 6.

### 13. Subdivision of ABMS:

- a. **Timing of federal conveyance and CBJ platting authority approval**. The Parties agree to receive quitclaim deeds from the United States with metes and bounds property descriptions, and then finalize approval of the subdivision by the local platting authority, which is the CBJ Community Development Department Director. If the subdivision approval requires any minor property line adjustments, the Parties will negotiate any such adjustment issues in good faith, including whether quitclaim deeds between themselves may be necessary to effectuate those adjustments. The Parties agree that any property line adjustments required by the platting authority will not invalidate the conveyances from the United States.
- b. **CBJ Platting Authority Approval**. The CBJ will take primary responsibility, with the assistance of UA, for obtaining the subdivision approval from the CBJ Community Development Department Director. The parties acknowledge that the CBJ enters into this agreement in its proprietary capacity and not in its regulatory capacity.
- c. Additional Documents: The Parties agree to act in good faith and present any necessary supplemental documents to effectuate the subdivision.
- d. **Common property line**: The Parties intend to divide ABMS along the common property line in Exhibits 5 and 6. The line is intended to include the Main Building in the UA portion, while including the Fish House, Seawater Filter Building, Specimen Storage Building, and Butler Building in the CBJ portion. The existing dock and pier are to be included in the CBJ portion, subject to those rights of access in UA as specified below.
  - i. **CBJ Temporary Parking License Area**. The UA agrees to provide the CBJ with reasonable and temporary vehicle access for parking purposes in the area between 20 and 40 feet north of the existing "Main Building" (the "CBJ temporary parking license area") as depicted in Exhibit 4. This license will extend until the earlier of (i) a mutual written agreement by the Parties to terminate the license or (ii) the expiration of six months following a written notice from UA to CBJ that the license needs be terminated due to UA undertaking development of that area for construction of an additional to the "Main Building" or other construction or development incompatible with such license. The CBJ is prohibited from erecting any permanent structures, from excavating, or from making

significant modifications to the CBJ temporary parking license area without the written permission of UA.

- e. UA Access to the Main Building. The CBJ agrees to provide the UA with reasonable and temporary vehicle access from Glacier Highway to both the East and West Faces of the Main Building until the earlier of (i) December 31, 2019, or (ii) completion of a permanent access road which UA intends to build across its share of the subdivided property. Reasonable vehicle access is defined as the width and condition of the driveway that exists as of the date of this agreement. The Parties agree that the CBJ may relocate the existing vehicle access and temporarily prohibit vehicle access during emergencies, construction activities, and similar circumstances. The CBJ shall, to the extent practicable, provide UA 30 days' notice of any anticipated vehicle access restrictions.
- f. Erroneous upland easement. Some documents have mentioned a 50-foot easement for access from Glacier Highway to Alaska Tidelands Survey (ATS) 1691 across both parcels and crossing over the common property line. That erroneous upland easement depiction appears to be associated with the current CBJ application to the Department of Natural Resources (DNR) for conveyance of ATS 1691 to the CBJ, which has not been finalized. The Parties agree that AS 38.05.127 (and 11 AAC 51.045) does not provide authority for such easement on uplands not being conveyed by the State. The Parties anticipate that subsequent discussions between CBJ and DNR will result in the removal of mention of that easement depiction from ATS 1691. If that upland easement is found to legally exist, the Parties agree to cooperate in pursuing the vacating of this easement, either as part of the subdivision process or separately.

### g. Utilities:

- i. **Grant of utility easement**. The Parties agree to identify the current location, to the extent known, of the existing utilities on the plat and grant the other party necessary utility easements for the existing utilities as of the date of this agreement. The location of the relevant easements is believed to be as depicted on Exhibit 4. The intent of the parties is that these utility easement provisions apply even if the actual location of the utility lines should differ from Exhibit 4.
- ii. **Utility meters**. The Parties agree to install and share the installation costs of any and all necessary meters to separate the utilities as the result of the subdivision. This is to include the existing water service for which the Parties intend to install meters while awaiting installation of a new separate water line to the property intended for the UA. The Parties acknowledge that a joint use water agreement or a financial guarantee (CBJ 49.55.010) may be required to complete the subdivision.
- iii. **Relocation, replacement, and installation utilities**. UA will make arrangements for and bear the costs for installation of the separate water supply line to the Main Building. Upon completion of this separate water

line, the easement for the water line crossing over the CBJ parcel will be deemed abandoned. If another utility line (sewer, electrical, communications) needs to be replaced or if the dominant estate decides to upgrade or install a new utility, the dominant estate property owner shall locate any such utility on its own property at the dominant estate owner's sole cost and abandon the utility easement(s), or portion thereof, created by this subdivision. The Parties agree that the servient estate property owner can relocate any utility on the servient estate at the servient estate owner's sole cost without consent of the dominant estate owner; the dominant estate owner can also agree to have the utility relocated onto the "dominant" estate and if that occurs then the utility easement, or portion thereof, created by this subdivision is deemed abandoned.

h. Seawater infrastructure: The parties believe that there are seawater lines running from the dock area to the Seawater Filtration Building, and from the Seawater Filtration Building to the Main Building. The condition of these lines is unknown, and the parties do not yet know whether either may wish to utilize that infrastructure, either independently or in a joint undertaking. The Parties therefore agree (1) neither party will demolish or further degrade the seawater lines or any associated seawater storage facility on that party's share of the partitioned property before December 31, 2022, without the written consent of the other party; and (2) the parties will consult with each other in good faith regarding any proposals to utilize the seawater infrastructure. After December 31, 2022, the Parties may agree in writing to continue the cooperative use of the seawater infrastructure or the servient property owner may demolish the seawater infrastructure only on that servient property owner's property.

### i. Subdivision Costs:

- i. Shared costs. The Parties agree to equally divide the following costs: (a) surveying and platting ABMS such that it can be subdivided; (b) platting authority and recording fees; (c) costs to modify access to each newly created parcel as described in the March 10, 2017, upper and lower vehicle access as depicted in Exhibit 1; (d) costs to install separate metering for the utilities; and (e) demolition of the "Genetics Lab" building and the "Supercold Freezer Building," both of which straddle the common property line. The Parties envision each party will be obligated to pay approximately \$220,000 plus demolition costs in shared subdivision costs. Each party will track its own expenditures, provide a final accounting of its expenditures under this paragraph, and provide documentation at the request of the other party. Unless otherwise agreed to by the parties, the parties will exchange their final accountings no later than December 31, 2019, and the party with the resulting obligation will pay that no later than March 31, 2020.
- ii. **Individual costs**. Except for the shared costs identified above, the Parties are individually responsible for all other costs, including but not limited to staff (and attorneys) and relocation of utilities, as identified in Exhibit 1.

The Parties agree that the CBJ is not responsible for demolition of the "ATCO" building, and the UA is not responsible for demolition of the "Hip Roof" Building.

- iii. **Procurement**. To the extent a third party is required to complete a cost shared by the Parties, the Parties agree to designate either UA or the CBJ as the contracting party.
- j. **Subdivision Contacts**: The Parties designate the following people to be the point of contact for any subdivision purposes:

СВЈ	City and Borough of Juneau Attn: Gary Gillette, Docks and Harbors 155 S. Seward St. Juneau, AK 99801 Email: gary.gillette@juneau.org Phone: (907) 586-0398
UA	University of Alaska Southeast Attn: Nathan Leigh, Facilities Services 11066 Auke Lake Way Juneau AK 99801 Email: nleigh1@alaska.edu Phone: (907) 796-6487

### 14. Moorage and Access to dock.

- a. **Purpose**. The parties recognize that access to moorage is an integral component of UA's planned use of its share of the ABMS property for both its existing and planned programs for teaching and research of marine-related subjects. This is directly related to the UA parcel's proximity to the marine environment and docking facilities. UA's agreement that CBJ is to get ownership of the dock and its adjacent uplands is explicitly premised on CBJ's agreement to allow UA access to current and future docking facilities.
- b. **Existing Dock.** The CBJ agrees to provide UA access to and the exclusive use of 60 linear feet of moorage on the existing dock, consisting of the northernmost 30 feet on the west side and northernmost 30 feet on the east side of the existing dock. UA's use of this moorage will be subject to the customary fees and terms of CBJ Title 85 and 05 CBJAC.
- c. **Exclusivity**. UA will have the prerogative to secure its moorage, at its own expense, subject to DH approval if any fixture is attached to the dock, which approval will not be unreasonably withheld. Nothing herein will preclude CBJ from utilizing, and/or renting to third parties, the remaining moorage space on the existing dock.
- d. **Rate**. The lease rate for the dock shall be the rate established for moorage at Statter Harbor, which is currently defined at \$7.15 per foot per month or \$5,148

per year. 05 CBJAC 20.035. If UA prepays the moorage, then it can avail itself of the discounts offered by 05 CBJAC 20.042, which could make the first year's annual payment \$4,634.

- e. **Term**. The CBJ agrees to provide UA this moorage and access to the existing dock for the life of the existing dock, so long as (a) UA timely pays moorage; (b) UA complies with the standard moorage terms and conditions; and (c) the dock is safe or repairs are feasible, as determined by the CBJ. The Parties also acknowledge that UA's moorage on the existing dock will terminate upon 30 days' notice if the CBJ Assembly appropriates funds to demolish or replace the existing dock; at which time the CBJ will act in good faith to accommodate UA vessels in its other facilities for the usual and customary fee. The CBJ shall, to the extent practicable, provide UA 30 days' notice of any decision to terminate the lease for safety reasons or for facility improvements.
- f. **Future Harbor Development**. If CBJ does construct a new dock on the ABMS property, CBJ will allow UA comparable moorage at and access to that new dock. UA will pay the then-applicable moorage fees and will comply with the standard moorage terms and conditions. UA will be given the option to separately secure its moorage area at its own expense, subject to DH approval, which approval will not be unreasonably withheld. As planning for the new dock facility gets underway, the CBJ envisions UA as a prospective tenant in the CBJ's anticipated harbor development and recognizes the UA as a major economic driver in Auke Bay. In recognition that UA's utilization of its portion of the ABMS lands for its educational and research purposes is inextricably linked to the parcel's proximity to the marine environment and suitable docking facilities, the CBJ will solicit UA input on the design of the harbor expansion and make good faith efforts to accommodate UA in a new development when the access and moorage on the existing dock terminates.

**EXECUTION**. The parties agree and sign below. The parties represent that the person signing below has the authority to do so and that it is a valid and binding contract enforceable in accordance with its terms.

### **CITY & BOROUGH OF JUNEAU**

Date:	71	18	A
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By:

Duncan Rorie Watt CBJ Manager

7/18/2017 , Docks and Harbors Department Content Approved by: Form Approved by: , CBJ Law Department TT 7/18/17 Value

### CITY AND BOROUGH OF JUNEAU ACKNOWLEDGEMENT

### STATE OF ALASKA)

First Judicial District ) ss

This is to certify that on the  $l_{\mathcal{B}}$  day of  $(\nu/\gamma)$ , 2017, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared DUNCAN RORIE WATT, to me known to be the Manager of the City and Borough of Juneau, Alaska a municipal corporation, who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation, who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal on the day and year in this certificate first above

written STATE OF ALASKA OFFICIAL SEAL Jesse G. Peterson NOTARY PUBLIC My Commission Expires 06/08/2020

Notary Public in and for the State of Alaska My Commission Expires: <u>6/8/70</u>

### UNIVERSITY OF ALASKA Date: 4 Avenst 201

By:

James R. Johnsa

James R. Johnsen President

Content Approved by: , University of Alaska Southeast Form Approved by: Auha , UA General Counsel's Office

### UNIVERSITY OF ALASKA ACKNOWLEDGEMENT

STATE OF ALASKA)

Fourth Judicial District ) ss This is to certify that on the <u>4</u> day of <u>Auget</u>, 2017, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared James R. Johnsen, to me known to be the President of the University of Alaska, who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation, who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal on the day and year in this certificate first above written.



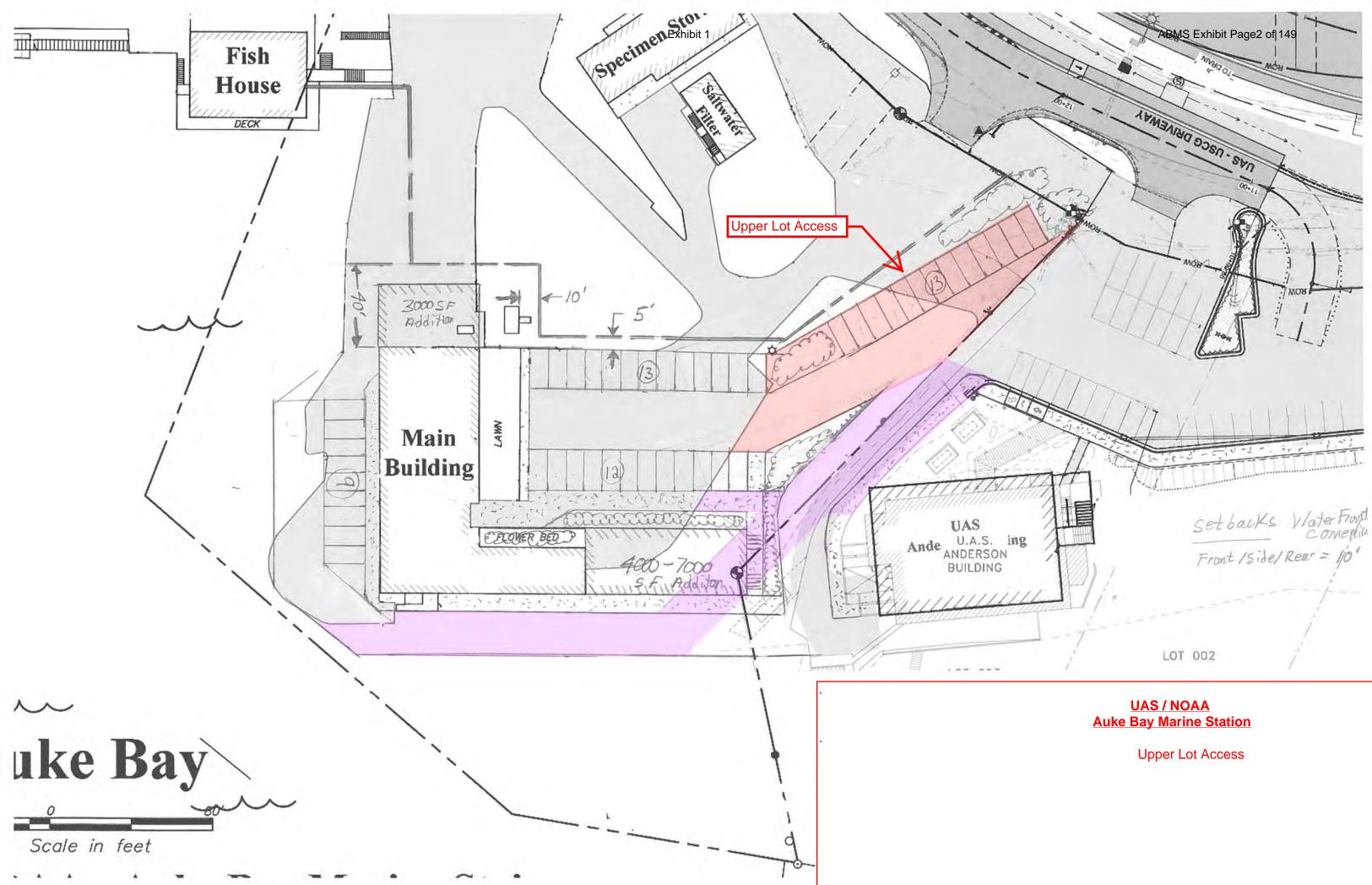
Notary Public in and for the State of Alaska My Commission Expires:  $3/l_2 \circ$ 

## NOAA Auke Bay Marine Station Relocate Existing Services

### **Project Cost Estimate**

By: UAS/NCL Date: 3/10/2017

Sub Total	\$750,000.00
Communicaion Services	\$68,000.00
Electrical Service	\$51,000.00
Sewer Service	\$ 65,000.00
Water Service	\$ 140,000.00
Lower Vehicle Access	\$ 248,000.00
Upper Vehicle Access	\$ 180,000.00



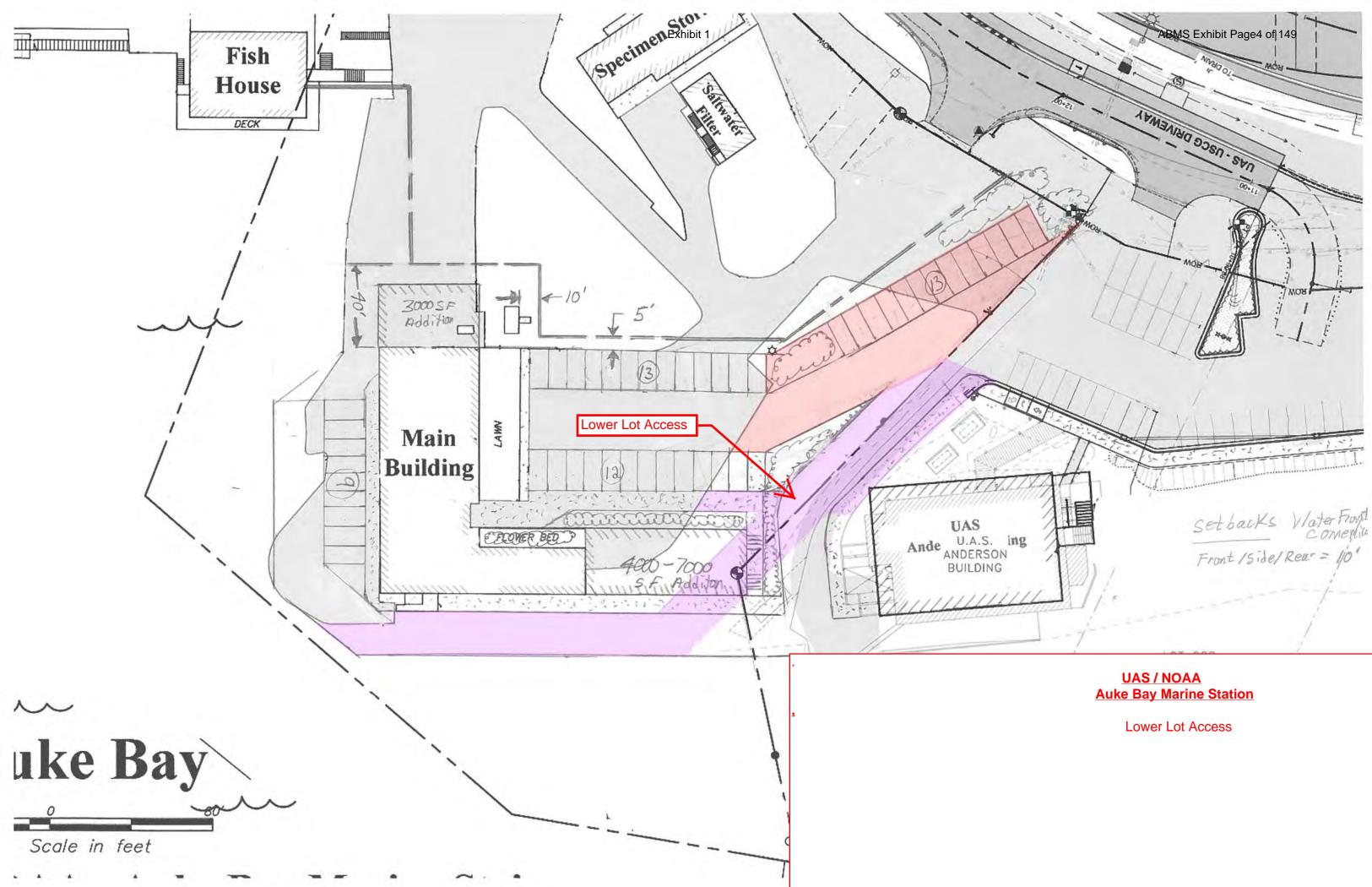
### **Engineers Estimate**

University of Alaska Southeast

### **NOAA - Upper Access**

### UAS Project No. 2016-23

			Uppe	Upper Access			
Pay Item	Pay Unit	Unit Price	Quantity		Subtotal		
Clearing and Grubbing	Acre	\$ 25,000.00	0.11	\$	2,858.13		
Remove Existing Asphalt Surfacing	Square Yard	\$ 10.00	542	\$	5,416.67		
Remove Existing Sidewalk	Square Yard	\$ 15.00		\$	-		
Remove and Dispose of Culvert Pipe	Linear Foot	\$ 13.00	30	\$	390.00		
Remove Existing Fence	Linear Foot	\$ 10.00	40	\$	400.00		
Excavation	Cubic Yard	\$ 25.00	420	\$	10,493.06		
Shot Rock Borrow	Cubic Yard	\$ 45.00	680	\$	30,587.50		
2" Minus capped with D-1	CY	\$ 55.00	100	\$	5,525.46		
Asphalt Concrete, Type II, Class B	Ton	\$ 220.00	102	\$	22,378.13		
Mechanically Stabilized Earth Wall	Square Foot	\$ 60.00		\$	-		
18-Inch Pipe Culvert	Linear Foot	\$ 60.00	80	\$	4,800.00		
Storm Drain Manhole, Type I	Each	\$ 4,500.00		\$	-		
Concrete Sidewalk, 4 Inches Thick	Square Yard	\$ 80.00	0	\$	-		
Curb Ramp	Each	\$ 1,400.00		\$	-		
Curb and Gutter, Type 1	Linear Foot	\$ 35.00	275	\$	9,625.00		
Seeding	Acre	\$ 5,000.00	0.1	\$	301.34		
Matting	Square Yard	\$ 6.00	292	\$	1,750.21		
Topsoil	Square Yard	\$ 6.00	292	\$	1,750.21		
Sediment Barrier	Linear Foot	\$ 15.00	100	\$	1,500.00		
Mobilization and Demobilization	Lump Sum	All Required	10%	\$	9,777.57		
Erosion and Pollution Control	Lump Sum	All Required	2%	\$	1,955.51		
Construction Surveying	Lump Sum	All Required	4%	\$	3,911.03		
Painted Traffic Markings	Lump Sum	All Required	0	\$	-		
Parking Lot Lighting System	Each	\$ 10,000.00		\$	-		
			Totals	\$	113,419.80		
Design		10%		\$	11,341.98		
Construction Admin		10%		\$	11,341.98		
UAS - PM & Admin		7%		\$	7,939.39		
Sub Total				\$	144,043.15		
Project Contingency		25%		\$	36,010.79		
Upper Access Road				\$ 1	80,000.00		



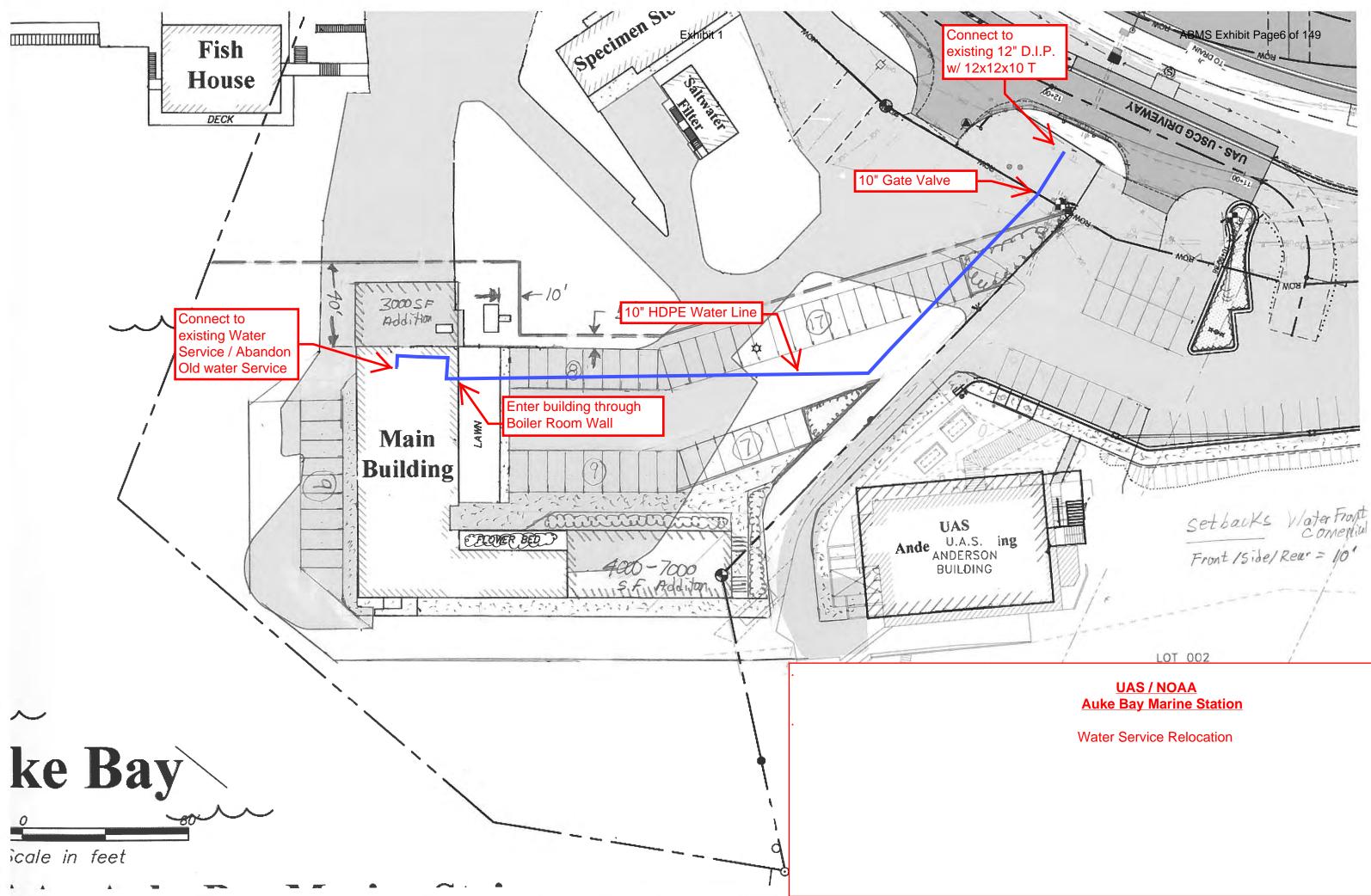
### **Engineers Estimate**

University of Alaska Southeast

### **NOAA - Lower Access**

### UAS Project No. 2016-23

				Low	er Acc	r Access		
Pay Item	Pay Unit	Unit Price		Quantity	Subtotal			
Clearing and Grubbing	Acre	\$ 2	25,000.00	0.15	\$	3,744.83		
Remove Existing Asphalt Surfacing	Square Yard	\$	10.00	16	\$	158.89		
Remove Existing Sidewalk	Square Yard	\$	15.00		\$	-		
Remove and Dispose of Culvert Pipe	Linear Foot	\$	13.00		\$	-		
Remove Existing Fence	Linear Foot	\$	10.00		\$	-		
Excavation	Cubic Yard	\$	25.00	675	\$	16,862.50		
Shot Rock Borrow	Cubic Yard	\$	45.00	805	\$	36,233.33		
2" Minus capped with D-1	CY	\$	55.00	118	\$	6,504.09		
Asphalt Concrete, Type II, Class B	Ton	\$	220.00	103	\$	22,732.19		
Mechanically Stabilized Earth Wall	Square Foot	\$	60.00		\$	-		
18-Inch Pipe Culvert	Linear Foot	\$	60.00	80	\$	4,800.00		
Storm Drain Manhole, Type I	Each	\$	4,500.00	1	\$	4,500.00		
Concrete Sidewalk, 4 Inches Thick	Square Yard	\$	80.00	117	\$	9,333.33		
Curb Ramp	Each	\$	1,400.00	3	\$	4,200.00		
Curb and Gutter, Type 1	Linear Foot	\$	35.00	480	\$	16,800.00		
Seeding	Acre	\$	5,000.00	0.1	\$	391.99		
Matting	Square Yard	\$	6.00	379	\$	2,276.67		
Topsoil	Square Yard	\$	6.00	379	\$	2,276.67		
Sediment Barrier	Linear Foot	\$	15.00	250	\$	3,750.00		
Mobilization and Demobilization	Lump Sum	All	Required	10%	\$	13,456.45		
Erosion and Pollution Control	Lump Sum	All	Required	2%	\$	2,691.29		
Construction Surveying	Lump Sum	All	Required	4%	\$	5,382.58		
Painted Traffic Markings	Lump Sum	All	Required	0	\$	-		
Parking Lot Lighting System	Each	\$ 1	0,000.00		\$	-		
				Totals	\$	156,094.81		
Design			10%		\$	15,609.48		
Construction Admin			10%		\$	15,609.48		
UAS - PM & Admin			7%		\$	10,926.64		
Sub Total					\$	198,240.40		
Project Contingency			25%		\$	49,560.10		
Lower Access Road					<u>\$</u> 2	48,000.00		

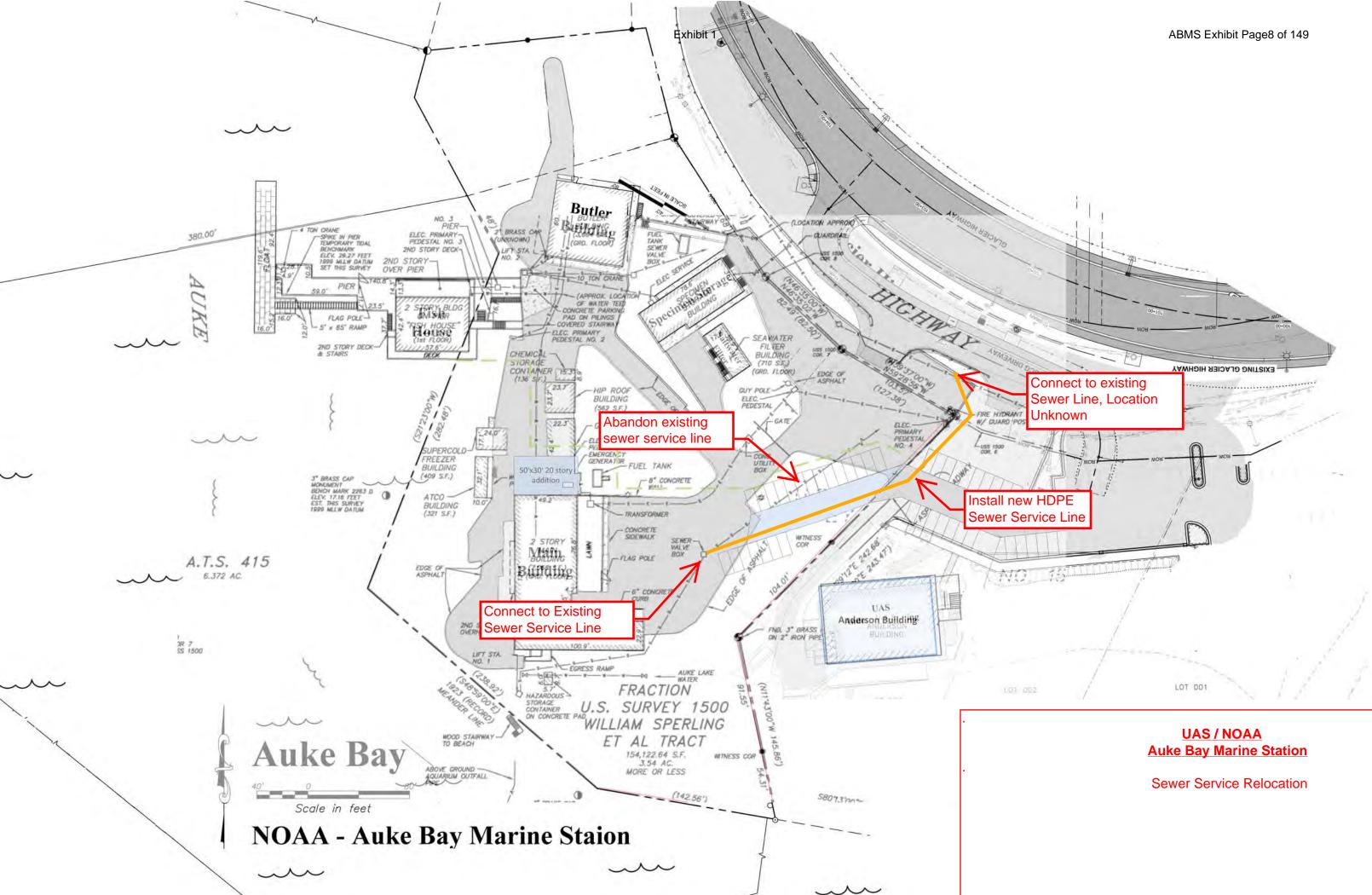


# Engineers Estimate University of Alaska Southeast

### **NOAA - Water Service Line Relocate**

### UAS Project No. 2016-23

	Flanning Design Le			Wat	er Lir	e
Item No	Pay Item	Pay Unit	Unit Price	Quantity	:	Subtotal
2201.1	Clearing and Grubbing	Lump Sum	All Required	All Required	\$	-
2806.1	Remove Existing Asphalt Surfacing	Square Yard	\$ 6.00	293	\$	1,760.00
3304.1	Remove Existing Sidewalk	Square Yard	\$ 10.00	7	\$	70.00
3304.2	Remove Existing Curb and Gutter	Linear Foot	\$ 3.00	10	\$	30.00
2204.1	2" Minus capped with Base Course, Grading D-1	CY	\$ 60.00	41	\$	2,444.44
2081.1	Asphalt Concrete, Type II, Class B	Ton	\$ 200.00	41	\$	8,250.00
401(2)	Asphalt Cement, Grade PG 58-28	Ton	\$ 1,500.00	2	\$	2,475.00
2802.1	Tack Coat	Ton	\$ 1,500.00	0	\$	181.07
2601.1	10" HDPE Water Pipe	Linear Foot	\$ 100.00	425	\$	42,500.00
2601.3	12"x12"x10" Tee and Connection to Existing Pipe	Each	\$ 4,000.00	1	\$	4,000.00
2601.4	Peneteration throught Building Foundation	Each	\$ 5,000.00	1	\$	5,000.00
2601.5	Dissconnect building and recconect	Each	\$ 5,000.00	1	\$	5,000.00
2602.2	10" Valves	Each	\$ 3,000.00	2	\$	6,000.00
3303.1	Concrete Sidewalk, 4 Inches Thick	Square Yard	\$ 100.00	7	\$	666.67
3303.3	Curb and Gutter, Type 1	Linear Foot	\$ 35.00	10	\$	350.00
2710.0	Seeding	Acre	\$ 5,000.00	0.0	\$	45.91
2712.1	Matting	Square Yard	\$ 6.00	44	\$	266.67
2709.1	Topsoil	Square Yard	\$ 6.00	44	\$	266.67
2603.1	Relocate Existing Fire Hydrant	Each	\$ 4,500.00		\$	-
1505.1	Mobilization and Demobilization	Lump Sum	All Required	All Required	\$	7,500.00
2702.1	Construction Surveying	Lump Sum	All Required	All Required	\$	1,500.00
				Totals	\$	88,306.43
	Design		10%		\$	8,830.64
	Construction Admin		10%		\$	8,830.64
	UAS - PM & Admin		7%		\$	6,181.45
	Sub Total				\$	112,149.16
	Project Contingency		25%		\$	28,037.29
	Water Line Grand Total				<u></u> 1	40,000.00

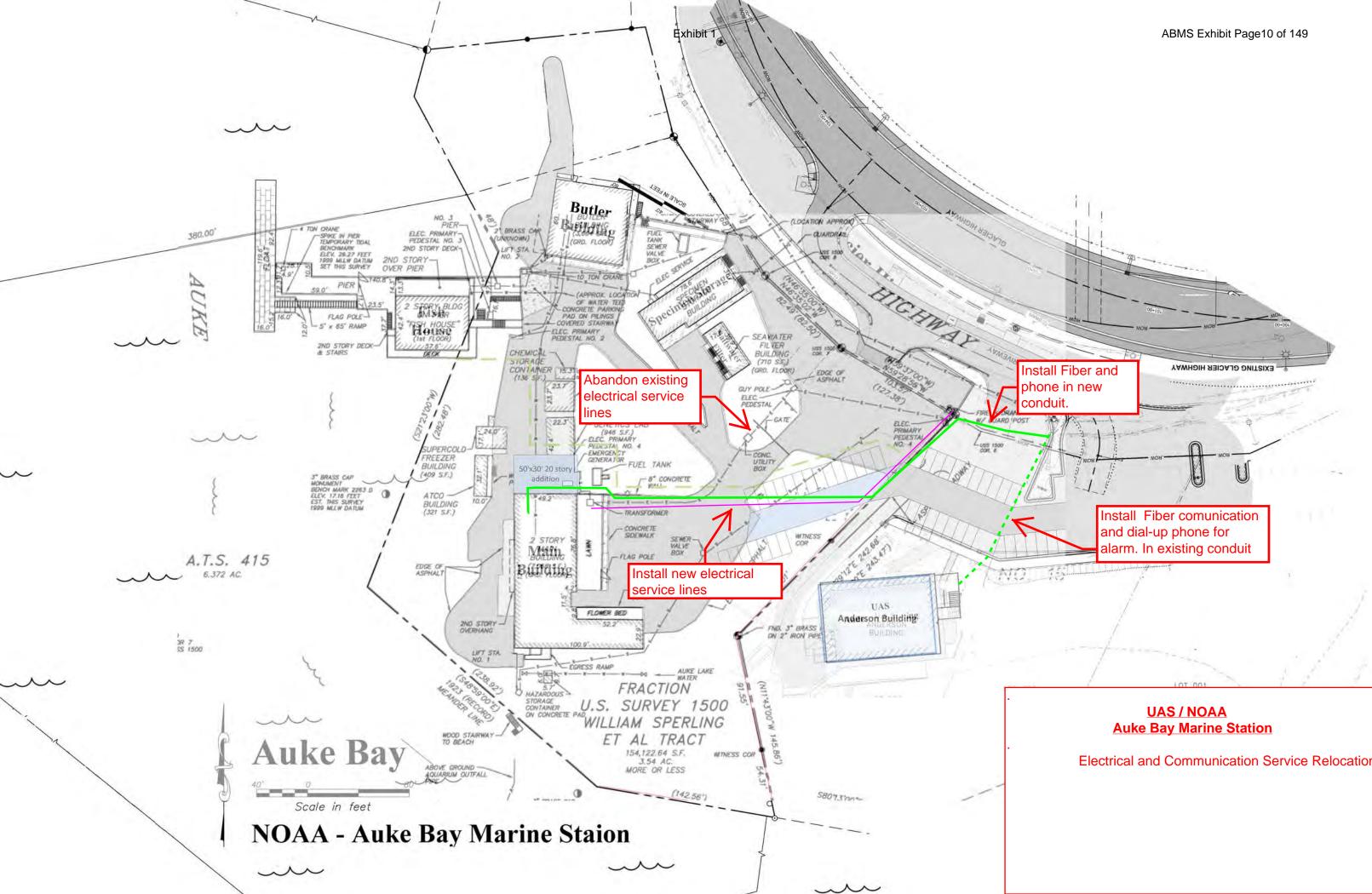


# Engineers Estimate University of Alaska Southeast

### **NOAA - Sewer Service Line Relocate**

### UAS Project No. 2016-23

				Sew	er L	ine
Item No	Pay Item	Pay Unit	Unit Price	Quantity		Subtotal
2201.1	Clearing and Grubbing	Lump Sum	All Required	All Required	\$	-
2806.1	Remove Existing Asphalt Surfacing	Square Yard	\$ 6.00	227	\$	1,360.00
2204.1	2" Minus capped with Base Course, Grading D-1	CY	\$ 60.00	31	\$	1,888.89
2081.1	Asphalt Concrete, Type II, Class B	Ton	\$ 200.00	32	\$	6,375.00
401(2)	Asphalt Cement, Grade PG 58-28	Ton	\$ 1,500.00	1	\$	1,912.50
2401.1	4" HDPE Sanitary Sewer Pipe	Linear Foot	\$ 75.00	280	\$	21,000.00
2401.2	Connection to existing Sewer Pipe	Each	\$ 1,000.00	2	\$	2,000.00
1505.1	Mobilization and Demobilization	Lump Sum	All Required	All Required	\$	5,000.00
2702.1	Construction Surveying	Lump Sum	All Required	All Required	\$	1,000.00
		•		Totals	\$	40,676.31
	Design		10%		\$	4,067.63
	Construction Admin		10%	Ş	\$	4,067.63
	UAS - PM & Admin		7%		\$	2,847.34
	Sub Total				\$	51,658.9
	Project Contingency		25%		\$	12,914.73
	SewerLine Grand Total				\$	65,000.00



**Electrical and Communication Service Relocation** 

### NOAA / UAS Auke Bay Marine Station Elecrtric, Phone, Fiber Relocation

### PROJECT COST ESTIMATE

			LAE	BOR / UNIT	MAN HRS	COSTS/	UNIT	UNIT	
ITEM	UNIT	QNTY	CREW	C - HRS/UNIT	PER ITEM	LABOR	MAT.	PRICE	SUBTOTAL
Electrical Service Relocate	-		-			-			
Remove Existing Conductors	LF	335	E2	0.01	8.000	2.39	0.00	2.39	\$800
Remove Existing Elec Pedistle	LS	1	E2	3.00	6	600.00	0.00	600.00	\$600
Trenching & Backfill	LF	315	E1	0.08	24	7.62	0.00	7.62	\$2,400
Asphalt Patch	SY	113.3					80.00	80.00	\$9,067
Concrete Patch	SY	2.3					200.00	200.00	\$467
Bedding	LF	315	E1	0.03	8	2.54		14.21	\$4,475
Conduit.	LF	315	E2	0.04	24	7.62	3.50	11.12	\$3,503
Conductors	LF	945	E3	0.01	24	2.54	2.50	5.04	\$4,763
Equipment,	Hour	32	20	0.01		2.01	100.00	100.00	\$3,200
Misc	LS	1	E1	24.00	24	2 400 00	2000.00	4400.00	\$4,400
Construction Sub Total			<u> </u>	21.00	24	Sub Total Uni		106.90	\$33,673
Design		10%						100.00	\$3,367
Construction Administration		5%							\$1,684
UAS - PM & Administration		5% 7%							\$2,357
Sub Total		1 /0							\$41,081
Project Contingency		25%							\$41,081
Project Sub Total		23%							\$10,270 <b>\$51,352</b>
									φJ1,352
Phone & Fiber Service from A	nderso	n							
Remove Existing 200 pair	LF	230	E2	0.04	20	7.39	0.00	7.39	\$1,700
Reinstall 4 pair to Anderson	LS	1	E2	3.00	6	600.00	0.00	600.00	\$600
Utility from 200 pair to 24 pare	LS	1			-		3000.00	3000.00	\$3,000
Trenching	LF	150	E1	0.11	16	10.67	0.00	10.67	\$1,600
Asphalt Patch	SY	86.7					90.00	90.00	\$7,800
Bedding	LF	150	E1	0.05	8	5.33	11.67	17.00	\$2,550
Conduit - Fiber	LF	465	E2	0.02	20	4.30	2.00	6.30	\$2,930
Micro Duct	LF	465	E2	0.01	8	1.72	2.00	3.72	\$1,730
Conduit - Phone	LF	465	E1	0.04	20	4.30	2.00	6.30	\$2,930
J Box	EA	2	E1	2.00	4	200.00		1200.00	\$2,400
Fiber	LF	800	E1	0.03	20	2.50	5.00	7.50	\$6,000
Fiber Terminations	EA	12	E1	0.67	8	66.67	250.00	316.67	\$3,800
Conductors - Phone		800	E3	0.07	20	2.50	230.00	3.50	\$3,800
Phone Terminations	EA	000 12	E3 E1	0.01	20 4	33.33	20.00	53.33	\$2,800 \$640
	Hour	20		0.55	4	33.33	20.00	53.33 100.00	\$640 \$2,000
Equipment, Misc	LS	20 1	E1	1.00	1	100.00			
	15		El	1.00	1		2000.00	2100.00	\$2,100 \$44,580
Construction Sub Total	<u> </u>	100/				Sub Total Uni	r Price =	64.14	\$44,580
Design		10%							\$4,458 \$2,220
Construction Administration		5%							\$2,229
UAS - PM & Admin		7%							\$3,121
Sub Total		050/				ł			\$54,388
Project Contingency Project Sub Total		25%							\$13,597 <b>\$67,985</b>

### ELECTRICAL AND COMMUNICATION TOTAL

\$119,000

See Separate Attachment for Exhibit 2

## University of Alaska Application for the Auke Bay Marine Station Property

Federal Real Property Assistance Program United States Department of Education August 26, 2016



Aerial view of the NOAA Auke Bay Marine Station property and the adjoining University of Alaska Southeast Anderson Building

### See Separate Attachment for Exhibit 3

## APPLICATION FOR CONVEYANCE OF PORT FACILITY PROPERTY

## "Auke Bay Marine Station"

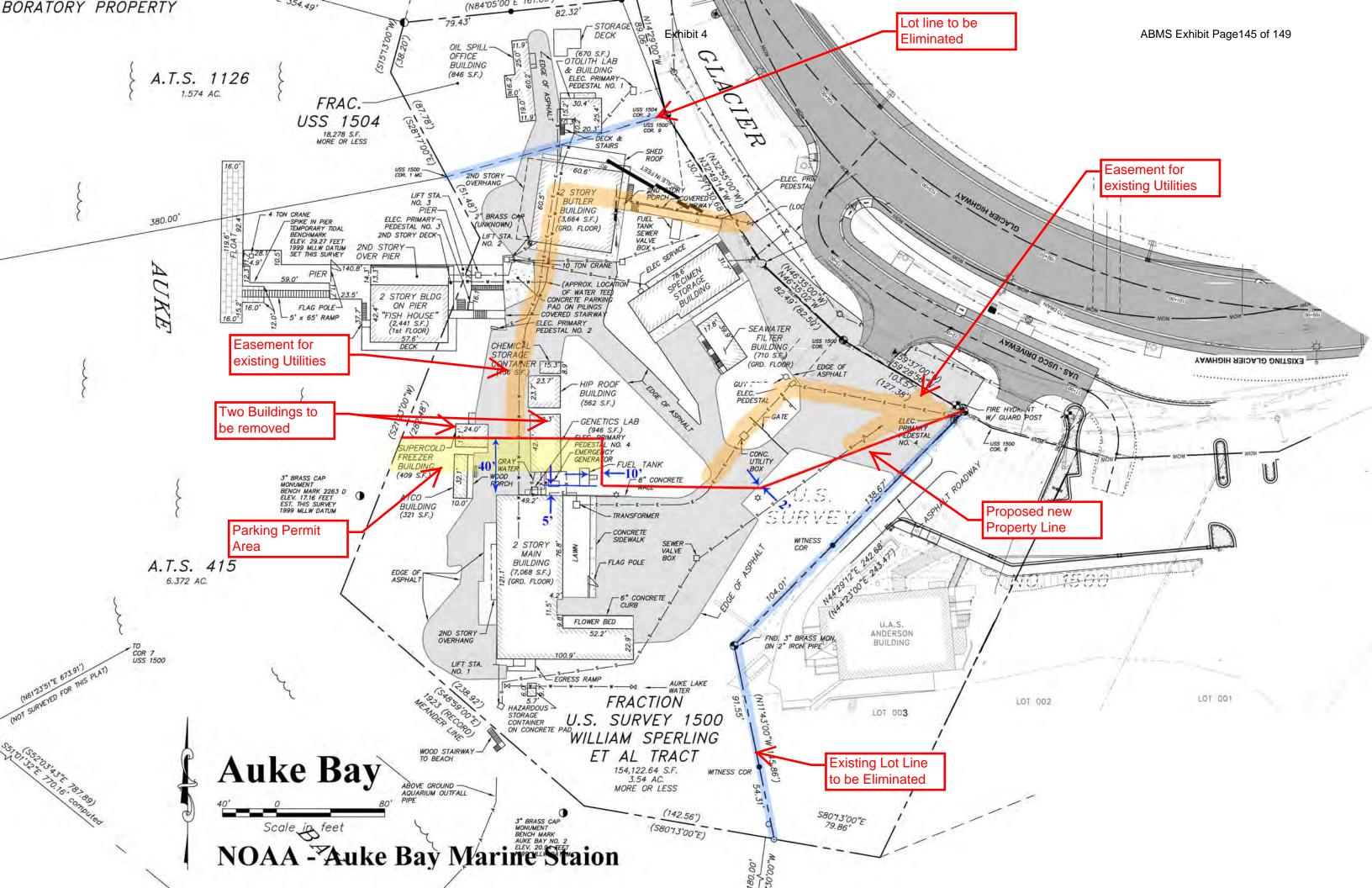
## Located in Juneau, Alaska



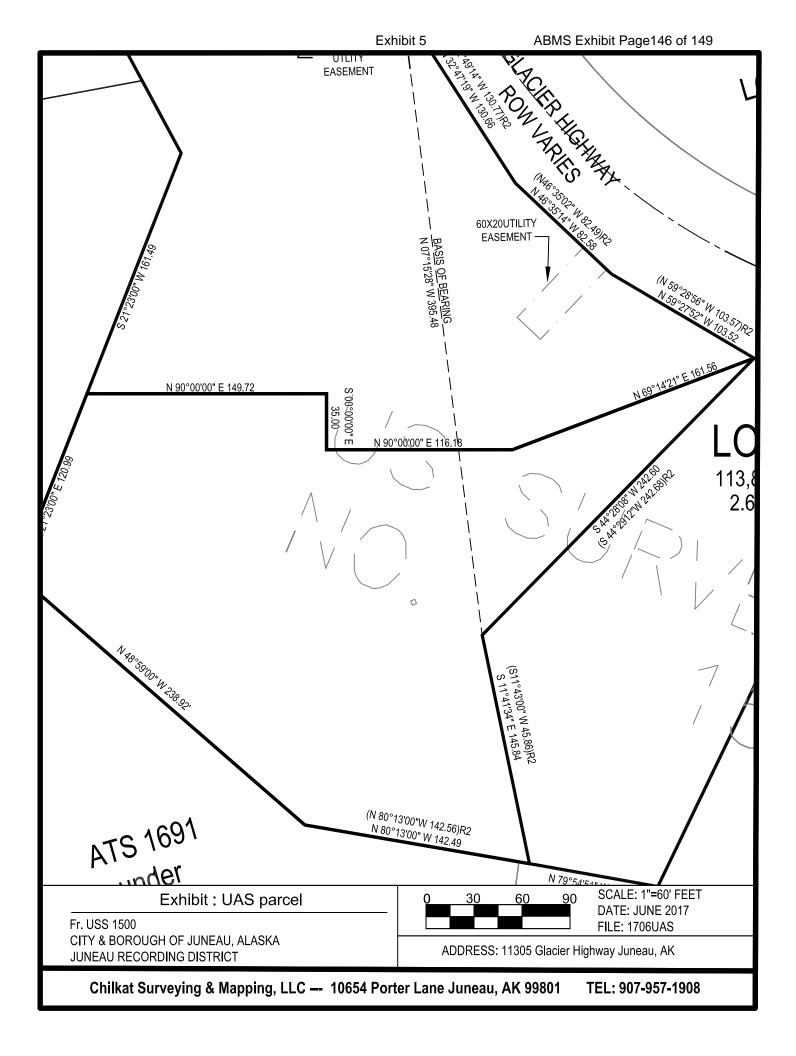
## PORT OF JUNEAU CITY & BOROUGH OF JUNEAU, ALASKA



Contact: Carl Uchytil, Port Director Port of Juneau, Alaska 155 S. Seward Street Juneau, Alaska 99801 (907) 586-0294 <u>carl.uchytil@juneau.org</u>







### ABMS – UAS PARCEL DESCRIPTION

A portion of land located between Auke Bay and the Glacier Highway within US Survey 1500, more particularly described as:

Beginning at a 2" iron pipe with 1.5" brass cap marked NMFS 1976, located within US Survey 1500 along the westerly edge of the Glacier Highway right of way;

thence S 69°14'21" W a distance of 161.56';

thence WEST a distance of 116.18';

thence NORTH a distance of 35.00';

thence WEST a distance of 149.72';

thence meandering along the shore of Auke Bay S 21°23'00" W a distance of 120.99';

thence continuing along Auke Bay S 48°59'00" E a distance of 238.92';

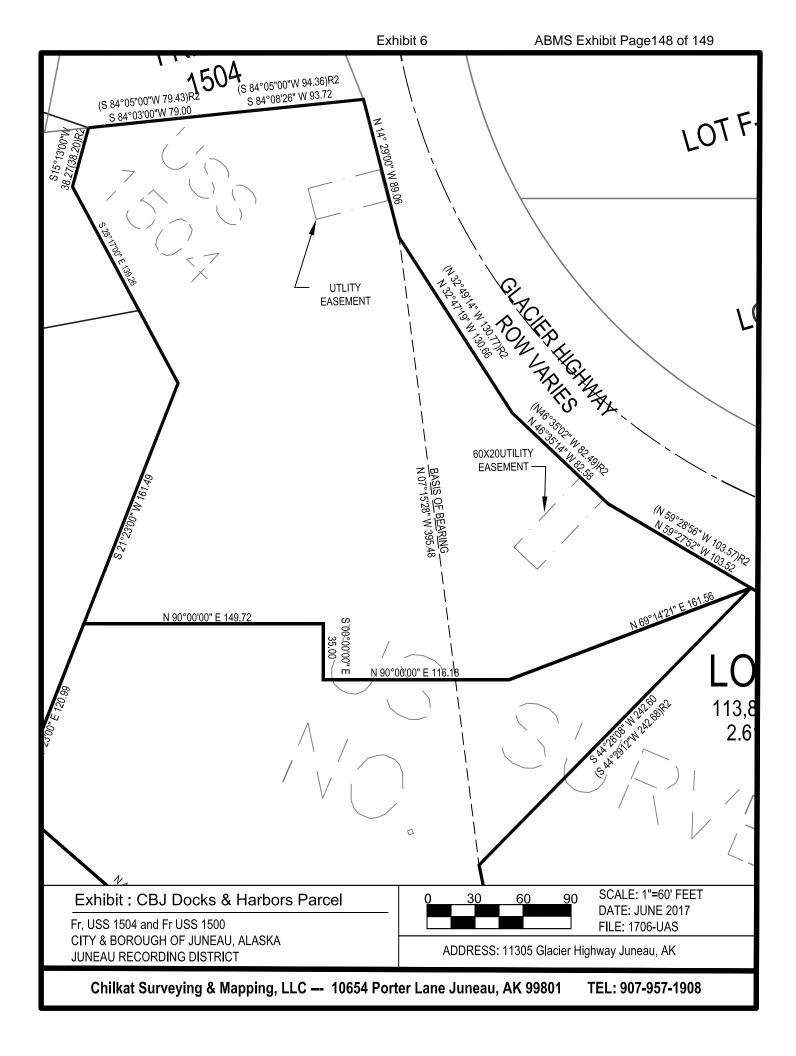
thence continuing along Auke Bay S 80°13'00" E a distance of 142.49';

thence N 11°41'34" W a distance of 54.19' to a rebar with aluminum cap marked Douglas Finley WC 2001;

thence N 11°41'34" W a distance of 91.65' to a 3.25" brass cap marked US Fish and Wildlife Service 1958;

thence N 44°28'08" E a distance of 242.60' to the 2" iron pipe with 1.5" brass cap marked NMFS 1976, the point of beginning,

having an area of 70,824 square feet, 1.63 acres more or less



### ABMS – CBJ D&H Parcel Description

A portion of land located between Auke Bay and the Glacier Highway within US Survey 1500 and US Survey 1504, more particularly described as:

Beginning at a 2" iron pipe with 1.5" brass cap marked NMFS 1976, located within US Survey 1500 along the westerly edge of the Glacier Highway right of way;

thence along the westerly edge of the right of way N 59°27'52" W a distance of 103.52' to a 2" iron pipe with 2" brass cap marked NMFS 1976;

thence continuing along the right of way N 46°35'14" W a distance of 82.58' to a 2" iron pipe with 2" brass cap marked NMFS 1976;

thence continuing along the right of way N 32°47'19" W a distance of 130.66' to a 3.5" brass cap monument marked US Fish and Wildlife Service 1958;

thence continuing along the right of way N 14°29'00" W a distance of 89.06' to the common boundary with the Hagmeier tract;

thence S 84°08'26" W a distance of 93.72' to a 2.5" aluminum capped rebar marked. Findley 2003;

thence S 84°03'00" W a distance of 79.00' to a spike set in a rock outcrop at the meander line of U.S.Survey 1504 and Alaska Tideland Survey 1126;

thence along the meander line, S 15°13'00" W a distance of 38.27';

thence S 28°17'00" E a distance of 139.26';

thence S 21°23'00" W a distance of 161.49';

thence EAST a distance of 149.72';

thence SOUTH a distance of 35.00';

thence EAST a distance of 116.18';

thence N 69°14'21" E a distance of 161.56' to the 2" iron pipe with 1.5" brass cap marked NMFS 1976, the point of beginning;

having an area of 83,250 square feet, 1.91 acres more or less.