

# STATE OF ALASKA

DEPARTMENT OF NATURAL RESOURCES

DIVISION OF MINING, LAND & WATER

SARAH PALIN, GOVERNOR

SOUTHEAST REGION OFFICE  
400 WILLOUGHBY AVE.  
P.O. BOX 111020  
JUNEAU, ALASKA 99811-1020  
PHONE: (907) 465-3400  
FAX: (907) 586-2954

May 12, 2009

Dave Palmer – Airport Manager  
Juneau International Airport  
1873 Shell Simmons Drive, Suite 200  
Juneau, AK 99801

RECEIVED  
MAY 13 2009

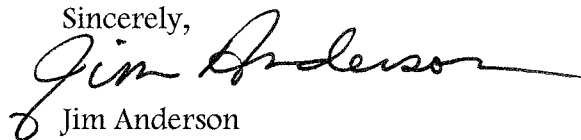
Juneau International  
Airport

Re: Land Use Permit for Early Entry  
ADL 107380 - Issuance

Enclosed is an executed early entry permit which provides the necessary framework to complete the survey in order to issue a patent. The 'Request for Survey Instructions' along with other pertinent information have been forwarded to DNR's Survey section in Anchorage and they will provide the necessary instructions to William Pence, your surveyor, a copy of the memo is included in the permit.

If you have any questions regarding any of this please contact me at 465-3427 or email address, [jim.anderson@alaska.gov](mailto:jim.anderson@alaska.gov).

Sincerely,



Jim Anderson  
Natural Resource Specialist

Enclosure as stated

**STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES**  
**DIVISION OF MINING, LAND AND WATER**  
Southeast Regional Office, 400 Willoughby, P.O. Box 111020  
Juneau, AK 99811-1020, (907) 465-3400

**LAND USE PERMIT**

**Under AS 38.05.850**

(Early Entry for Conveyance of Tidelands – AS 38.05.825)

PERMIT # **ADL 107380**

City and Borough of Juneau (Juneau International Airport), is issued this permit to use the following described land:

Copper River Meridian: Parcel 1: Township: 40 South, Range: 66 East, Section: 32  
Township: 41 South, Range: 66 East, Section: 1  
Parcel 2: Township 40 South, Range: 65 East, Section: 36

Containing **4.76** acre(s) (Parcel 1 – 2.06 acres and Parcel 2 – 2.70 acres), located adjacent to each end of the runway of the Juneau International Airport within the City and Borough of Juneau.

The Development Plan for this site is shown on Attachment A. This permit is issued for the purpose of: expanding the runway safety areas for the Juneau International Airport into the Mendenhall Wetlands State Game Refuge so that they meet the current safety requirements of the Federal Aviation Administration and the completion of an Alaska Tideland Survey of the two parcels so a patent can be issued to the City and Borough of Juneau for this land.

This permit is **not a property right and conveys no interest in State land**. This permit is a temporary authorization and is revocable immediately by written notice, with or without cause. This permit is effective beginning **April 15, 2009** and ending on **April 14, 2014**, unless sooner terminated at the time of patent execution or otherwise at the State's discretion. If the permit were revoked it would not affect the City and Borough of Juneau's management authority of the two parcels, it would be retained. The permit is issued subject to all of the use conditions stated below.

**ENTRY PERMIT CONDITIONS:**

1. **Site Use and Development.** This permit grants exclusive use of the proposed site for the purpose of entry, site development and for use of the improvements placed on the tidelands. The use of State land authorized by this permit shall be limited to the area, development and uses specified in the approved Plan of Operations, as shown on Attachment A. The permittee, its agents and employees are responsible for accurately siting development and operations within this area. Use of this permitted area for any other purpose is prohibited. Any unauthorized use of State land in general by the permittee including its employees, agents, and guests is prohibited. Any proposed revisions to the approved Plan of Operations must be approved in writing by the Regional Manager before the change in use or development occurs.
2. **State Patent Requirement.** Completion of a survey, the permittee agrees: 1) To provide an approved Alaska Tideland Survey plat of the two parcels prepared to Division of Mining, Land and Water (DMLW) Instructions, Attachment B. The area shown on Attachment A is the basis for the survey area; 2) that all survey costs shall be borne by the permittee; 3) that the Alaska Tideland Survey shall be completed and delivered in a timeframe that allows the permittor to request patent before the expiration date of this permit.
3. **Public Trust Doctrine.** The Public Trust Doctrine guarantees public access to and the public right to use, navigable and public waters and the land beneath them for navigation, commerce, fishing, and other purposes. This authorization is issued subject to the principles of the Public Trust Doctrine regarding navigable or public waters. The permittee is authorized to make exclusive use of the Permittee's improvements, but is not authorized to preclude or restrict public access on and through the permitted area. DMLW reserves the right to grant other interests consistent with the Public Trust Doctrine.
4. **Solid Waste.** All solid waste and debris generated from the activities conducted under this authorization shall be removed to a facility approved by the Alaska Department of Environmental Conservation. Temporary storage and accumulation of solid waste is not allowed.
5. **Wastewater Disposal.** Disposal of wastewater from any operation associated with this authorization, including from vessels moored within the lease area, must satisfy the requirements of the Alaska Department of Environmental Conservation.
6. **Fuel and Hazardous Substances.** To ensure future use of public lands as well as tide and submerged lands, fuel and hazardous substance use shall occur in a manner that avoids toxic discharge and run-off. The permittee is responsible for preventing spillage and

contamination of water as well as cleaning up any oil or other pollutants that result from activities associated with this permit. Appropriate spill response equipment must be on hand to respond to spills from any transfer or handling of fuel or other hazardous substances. Storage of fuel and hazardous substances on improvements is not allowed.

7. **Notification.** The permittee shall immediately notify the Department of Environmental Conservation (DEC) by telephone, and immediately afterwards send DEC a written notice by facsimile, hand delivery, or first class mail, informing DEC of: any unauthorized discharges of oil to water, any discharge of hazardous substances other than oil; and any discharge or cumulative discharge of oil greater than 55 gallons solely to land and outside an impermeable containment area, including from vessels moored within the leasehold. If a discharge, including a cumulative discharge, of oil is greater than 10 gallons but less than 55 gallons, or a discharge of oil greater than 55 gallons is made to an impermeable secondary containment area, the permittee shall report the discharge within 48 hours, and immediately afterwards send DEC a written notice by facsimile, hand delivery, or first class mail. Any discharge of oil, including a cumulative discharge, solely to land greater than one gallon up to 10 gallons must be reported in writing on a monthly basis. The posting of information requirements of 18 AAC75.305 shall be met. Scope and Duration of Initial Response Actions (18 AAC 75.310) and reporting requirements of 18 AAC 75, Article 3 also apply.

The permittee shall supply DEC with all follow-up incident reports. Notification of a discharge must be made to the nearest DEC Area Response Team during working hours: Anchorage (907) 269-3063, fax (907) 269-7648; Fairbanks (907) 451-2121, fax (907) 451-2362; Juneau (907) 465-5340, fax (907) 465-2237. The DEC oil spill report number outside normal business hours is (800) 478-9300.

8. **Inspection.** Authorized representatives of the State of Alaska shall have reasonable access to the subject parcel for purposes of inspection. The permittee may be charged fees under 11 AAC 05.010(a)(7)(M) for routine inspections of the subject parcel, inspections concerning non-compliance, and a final close-out inspection.
9. **Other Authorizations.** The issuance of this permit does not relieve the permittee of the responsibility to obtain authorizations required by other agencies for this activity
10. **Violations.** This authorization is revocable immediately upon violation of any of its terms, conditions, nonpayment of fees, or upon failure to comply with any other applicable laws, statutes and regulations (federal and state). Should any unlawful discharge, leakage, spillage, emission, or pollution of any type occur due to Permittee's, or its employees', agents', contractors', subcontractors', licensees', or invitees' act or omission, permittee, at its expense shall be obligated to clean the area to the reasonable satisfaction of the State of Alaska.
11. **Alaska Historic Preservation Act.** The permittee shall consult the Alaska Heritage Resources Survey (907) 269-8721 so that known historic, archaeological and paleontological sites may be avoided. The Alaska Historic Preservation Act (AS 41.35.200) prohibits the appropriation, excavation, removal, injury, or destruction of any State-owned historic, prehistoric (paleontological) or archaeological site without a permit from the commissioner. Should any sites be discovered during the course of field operations, activities that may damage the site will cease and the Office of History and Archaeology in the Division of Parks and Outdoor Recreation (907) 269-8721 shall be notified immediately.
12. **Compliance with Governmental Requirements.** The permittee shall, at its expense, comply with all applicable laws, regulations, rules and orders, and the requirements and conditions included in this authorization. Permittee shall ensure compliance by its employees, agents, contractors, subcontractors, licensees, or invitees.
13. **Destruction of Markers.** All survey monuments, witness corners, reference monuments, mining claim posts, bearing trees, and unsurveyed lease corner posts shall be protected against damage, destruction, or obliteration. The permittee shall notify the permittor within 30 days of any damaged, destroyed, or obliterated markers and shall reestablish the markers at the permittee's expense in accordance with accepted survey practices of the Division of Mining Land and Water.
14. **Assignment.** The permittee may not transfer or assign this permit to another individual or corporation.
15. **Indemnification.** Permittee assumes all responsibility, risk and liability for all activities of Permittee, its employees, agents, invitees, contractors, subcontractors, or licensees directly or indirectly conducted in connection with this permit, including environmental and hazardous substance risks and liabilities, whether accruing during or after the term of this permit. Permittee shall defend, indemnify, and hold harmless the State of Alaska, its employees, and agents from and against any and all suits, claims, actions, losses, costs, penalties, and damages of whatever kind or nature, including all attorney's fees and litigation costs, arising out of, in connection with, or incident to any act or omission by Permittee, its employees, agents, invitees, contractors, subcontractors, or licensees, unless the sole proximate cause of the injury or damage is the negligence or willful misconduct of the State or anyone acting on the State's behalf. Within 15 days Permittee shall accept any such cause or action or proceeding upon tender by the State. This indemnification shall survive the termination of the permit.

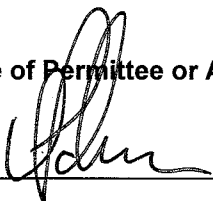

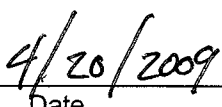
16. **Maintenance.** The State assumes no responsibility for maintenance of improvements constructed on State land nor liability for injuries or damages attributable to that construction. The permit area shall be maintained in a neat, clean and safe condition, free of any solid waste, debris or litter.
17. **Change of Address.** Any change of address must be submitted in writing to the Regional Manager.
18. **Alaska Coastal Management Program.** Pursuant to AS 46.40 and 11 AAC 110 and the final consistency determination, #AK 0705-03j dated September 15, 2008. Permittee shall comply with the final project description. If Permittee believes an alternative measure contradicts a condition of this permit, Permittee shall immediately request clarification from the Division.
19. **Environmental Compliance.** The permittee shall comply with all applicable state and federal environmental laws and regulations. The permittee shall be liable for losses, damages or liabilities arising from non-compliance with applicable environmental laws to the extent the permittor would normally be liable under applicable law.
20. **Other Conditions specific to Early Entry Permit, ADL 107380.**
  - a. If the Functional Capacity Unit acreage equivalent of the surveyed acreage of the two parcels to be conveyed is not obtained by the Seal Trust by the term of this permit then the Juneau International Airport (City and Borough of Juneau) shall provide replacement acreage per the Real Estate Contingency Agreement (Attachment C). The word "obtained" means that which is outlined in section 5 of this agreement.

**Advisory Regarding Violations of the Permit Guidelines:** Pursuant to 11 AAC 96.145, a person who violates a condition of a permit issued under 11 AAC 96 is subject to any action available to the Department of Natural Resources (DNR) for enforcement and remedy, including permit revocation, civil action for forcible entry and detainer, ejection, trespass, damages, and associated costs, or arrest and prosecution for criminal trespass in the second degree. DNR may seek damages available under civil action, including restoration damages and compensatory damages.


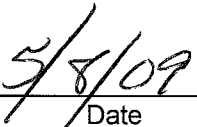
If a person responsible for an unremedied violation of 11 AAC 96 or a condition of a permit issued under 11 AAC 96 applies for a new authorization from DNR under AS 38.05.035 or 38.05.850, DNR may require the applicant to remedy the violation as a condition of the new authorization, or to begin remediation and provide security under 11 AAC 96.060 to complete the remediation before receiving the new authorization. If a person who applies for a new authorization under AS 38.05.035 or 38.05.850 has previously been responsible for a violation of 11 AAC 96 or a condition of a permit issued under this chapter, whether remedied or unremedied, that resulted in substantial damage to the environment or to the public, DNR will consider that violation in determining the amount of the security to be furnished under 11 AAC 96.060, and may require the applicant to furnish three times the security that would otherwise be required.

The Regional Manager reserves the right to alter the above conditions before the permit is issued, in which case the permittee will be so advised. DNR has the authority to implement and enforce these conditions under AS 38.05.850. If compliance with these conditions is not achieved, it may be sufficient cause for surrendering the performance bond, penalty deposit, revoking this permit immediately and denial of future permits in this area. Direct all questions on this permit to the Division of Mining, Land and Water Southeast Region, 400 Willoughby Ave., P.O. Box 111020, Juneau, Alaska 99811-1020, telephone (907) 465-3400.

**Signature of Permittee or Authorized Representative hereby agreeing to comply with all conditions of this permit:**

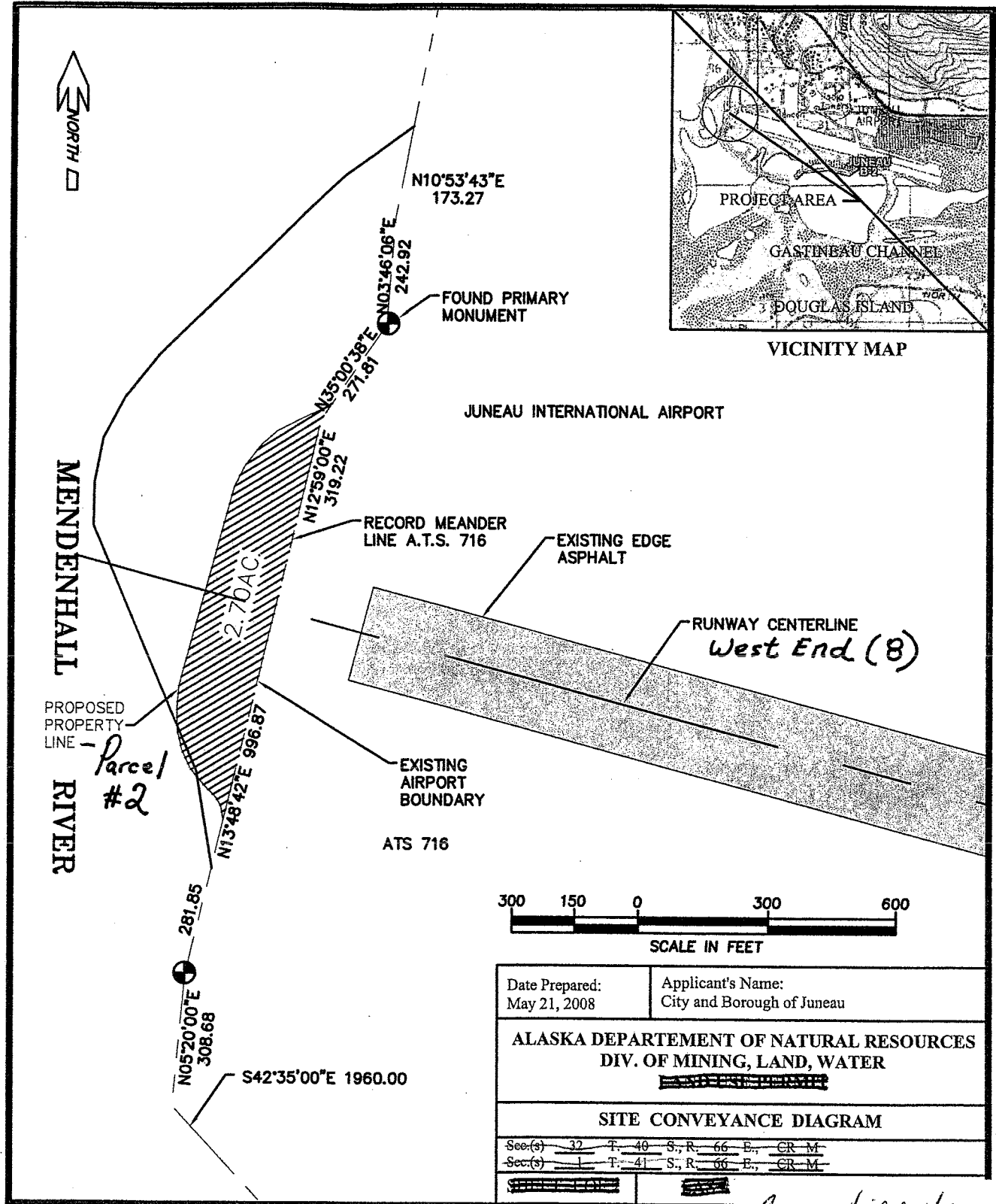
		
Name	Title	Date

**Signature of Authorized DNR Representative:**

	
David Kelley, SE Regional Manager	Date



SITE CONVEYANCE DIAGRAM



Date Prepared: May 21, 2008	Applicant's Name: City and Borough of Juneau
ALASKA DEPARTMENT OF NATURAL RESOURCES DIV. OF MINING, LAND, WATER	
<del>LAND USE PERMIT</del>	
SITE CONVEYANCE DIAGRAM	
Sec(s) <u>32</u>	T. <u>40</u> S., R. <u>66</u> E., CR. <u>M</u>
Sec(s) <u>1</u>	T. <u>41</u> S., R. <u>66</u> E., CR. <u>M</u>

Attachment 'A' - ADL 107380  
Land Use Permit - Early Entry  
APPROVED CONVEYANCE DIAGRAM  
Sheet 2 of 2

*Correction to  
Legal Desc.  
T40S R65E  
sec. 36 A  
4-9-9*

Attachment 'B' – ADL 107380  
Land Use Permit – Early Entry  
Request for Survey Instructions

Attached is a 'Request for Survey Instructions' in order that the necessary Alaska Tideland Survey can be completed for the issuance of a patent for the two subject parcels.

To initiate the process for the tideland survey please do the following:

1. As your first step contact a registered surveyor and make the necessary arrangements to have this work performed, we recommend that you begin this as soon as possible. Our office advises that your chosen surveyor clearly understands what is required of them in completing the necessary steps in the timeframe of this Early Entry Permit. Please refer to our enclosed sheet titled 'Survey Information'.
2. The next step is to request survey instructions which are made a part of this attachment. Please sign the enclosed 'Request for Survey Instructions' form and have your chosen surveyor complete the form and return it to our office along with the \$225.00 survey instruction fee.
3. In this case there is a third parcel that is not required to be surveyed but in the decision it is identified as optional to survey as a separate parcel. It is attached to the instructions and is identified as the 'Minimization Area'. I put a label on this diagram to sign that confirms that CBJ wants to have this parcel surveyed so it can be incorporated into the patent if all conditions as stated in the decision are met. If signed by CBJ then I will include in the 'Request for Survey Instructions' as a parcel required to be surveyed.

SURVEYOR -  
WILLIAM PENCE

PROVIDED  
5-5-09

CONFIRMED  
& INCLUDED  
IN REQUEST

Advisory: All three parcels consist of fill and when there is fill involved then the full imprint of the fill needs to be within the survey area which includes out to and including the toe of the fill. If there is any uncertainty as to the fill remaining within a boundary that is surveyed before the fill is placed then it may warrant that the field survey work occur after the fill is placed, essentially an as-built.

REQUEST MEMO ATTACHED

JH



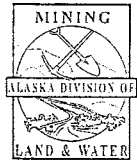
# Memorandum

Department of Natural Resources

State of Alaska

Division of Mining, Land and Water

Southeast Alaska Region



TO: Gerald Jennings  
Cadastral Survey

DATE: May 12, 2009

TELEPHONE: (907) 465-3427

FAX: (907) 586-2954

FROM: Jim Anderson *JA*  
Natural Resource Specialist

EMAIL: [jim.anderson@alaska.gov](mailto:jim.anderson@alaska.gov)

SUBJECT: Request for Survey Instructions, ADL 107380

Attached is a request for survey instructions received by the DNR-DML&W SERO and associated information to use in preparing the instructions for a municipal entitlement conveyance to the City and Borough of Juneau. We have received the necessary fee for the survey instructions and have receipted it. Please prepare and transmit the necessary survey instructions to complete the plat.

General:

1. Two tracts required to be surveyed for the conveyance, one tract on each end of the runway, the east end (parcel 1) and the west end (parcel 2).
2. The survey for a third tract (parcel 3 – minimization area) which adjoins parcel 2 on the west end of the runway. This tract is not required to be conveyed but if replacement land is purchased then it can be conveyed but it is not known if that will be achieved or at what time in relation to the other tract, reason for the request to survey as a separate tract.
3. A 20 foot public access easement on parcel 2 for the trail.

If you need any additional information or clarification please contact me. In the attachments I highlighted and flagged the areas of the decision that I thought would be pertinent for consideration in writing the instructions.

Attachments: Request for Survey Instructions  
Preliminary Decision  
Final Finding & Decision  
Early Entry Permit



## REAL ESTATE CONTINGENCY AGREEMENT

1. This agreement is made this 4<sup>th</sup> day of February, 2009, between Juneau International Airport (JNU), whose address is 1873 Shell Simmons Drive, Suite 200, Juneau, Alaska 99801, hereinafter referred to as JNU or GUARANTOR, and the State of Alaska, Department of Fish and Game, Division of Habitat (DFG) whose address is P.O. Box 110024, Juneau, AK 99811-0024, hereinafter referred to as GUARANTEE. The Department of Natural Resources, Division of Mining Lands and Water (DNR), whose address is P.O. Box 111020, Juneau, AK 99811-1020, will act as the FACILITATOR in this agreement.
2. BACKGROUND

In order to comply with Federal Aviation Administration (FAA) safety requirements, JNU needs to expand existing runway safety areas (RSAs) at each end of the existing runway and is embarking on a project to do so. Expanding the RSAs will require a total of 4.76 acres of Mendenhall Wetlands State Game Refuge (refuge) land, hereinafter referred to as "RSA transfer parcels".

The statute creating the refuge (AS16.20.034), assigns management of the surface and subsurface estate to DNR, but actions that might affect refuge habitat must be done in accordance with a Refuge Management Plan (management plan) prepared by DFG. The management plan for the refuge, which was adopted by reference per regulation 5 AAC 95.520, contains provisions by which JNU may acquire refuge land for airport expansion provided certain conditions are met and "impacts to the refuge and to refuge resources are fully mitigated through restoration and/or replacement".

DFG/DNR have interpreted the above-quoted management plan language to mean replacement land for the RSA transfer parcels must be within or adjacent to the refuge. JNU disputes this interpretation and has also sought a finding of "superior public need for or use of the land" under AS 16.20.034(j). In the interest of moving the permitting process for the RSA project to a timely conclusion, however, JNU is willing to accept DFG/DNR's mitigation requirement and interpretation of that requirement, solely for the purpose of this specific agreement, without accepting it as precedent for future airport projects.<sup>1</sup>

JNU has agreed to a \$5.7 million compensatory Mitigation Plan as a means of addressing all unavoidable project-related impacts to wetlands and fish habitat (both on airport property and in the refuge). The Mitigation Plan isolates funding for replacing the RSA transfer parcels. In accordance with the Mitigation Plan, the Southeast Alaska Land Trust (SEAL Trust) role will be to provide suitable replacement lands that are either within the existing refuge boundary or adjacent to it.

If and only if SEAL Trust is unable to provide suitable and sufficient land to replace the RSA transfer parcels, and subject to the terms of this agreement, JNU hereby agrees to make available up

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<sup>1</sup> The U.S. Army Corps of Engineers routinely allows off-site mitigation and replacement for wetland impacts. JNU finds the DNR interpretation to be, in general, overly restrictive and, over time, potentially unworkable.

to 4.8 acres of suitable airport property as a guarantee that such replacement land will be provided. The parcel JNU will make available if necessary, as set forth in this agreement and herein referred to as GUARANTEE PARCEL, abuts the refuge boundary south of the airport dike and includes a portion of the Otter Pond. DFG agrees that JNU's parcel will provide the functional capacity unit (FCU) equivalent of the RSA transfer parcels. The general concept of a land exchange with the State for the RSA project was approved by the Airport Board at its regular meeting on June 11, 2008. The transfer of all or a portion of the GUARANTEE PARCEL would also require Assembly approval.

Construction of the RSA projects will occur while the RSA transfer parcels are still technically part of the refuge but JNU will be granted management authority when the final decision for the conveyance of the parcels is signed, pending any appeal(s). An early-entry permit will provide interim authorization for construction and require a tideland survey in accordance with DNR instructions once construction is complete. The actual transfer of title (patent) for the RSA transfer parcels will occur after the tideland survey is completed.

If, by a specified reckoning date (see paragraph 5 below), SEAL Trust has been unable to provide enough suitable replacement land, JNU will make up the difference by initiating the process of transferring the necessary portion of the GUARANTEE PARCEL to the state.

### 3. FCU EQUIVALENCY OF GUARANTEE PARCEL

Subject to the terms of this agreement, GUARANTOR agrees to provide and GUARANTEE agrees to accept all or part of the GUARANTEE PARCEL generally illustrated in Figure 1 (attached), containing 4.8 acres, more or less, with a functional capacity at least equal to the RSA transfer parcels. Final size will be determined by subtracting the functional capacity of the approved lands provided by SEAL Trust, if any, from that of the GUARANTEE PARCEL.

### 4. DIMINISHMENT OF VALUE, RISK OF LOSS

GUARANTOR agrees to not do, nor allow another to do, any act prior to settlement date that causes the value or title of the GUARANTEE PARCEL to diminish or to be encumbered. All risk of loss of damage to the GUARANTEE PARCEL prior to reckoning date shall be borne by GUARANTOR. If any such loss, damage, diminishment, or encumbrance occurs, this agreement is voidable at the GUARANTEE'S option and the GUARANTOR shall be obligated to substitute other suitable airport wetlands adjacent to the refuge with functional capacity at least equal to that portion of the GUARANTEE PARCEL established under Paragraph 3 that is diminished or encumbered.

### 5. RECKONING DATE

The reckoning date is hereby established as 5 years from the issuance date of the DNR Early Entry Permit. On that date, the GUARANTOR will submit to the GUARANTEE a list of all parcels within or adjacent to the refuge boundary that have been provided by SEAL Trust to the State of Alaska, or have substantially progressed toward State ownership in accordance with DNR procedures. For each parcel, the list will provide: 1) a legal description, 2) documentation of FCU value, 3) status of the

acquisition, and 4) a map illustrating the location. The State of Alaska will determine if individual parcels have sufficiently progressed toward state ownership to be counted toward the total compensation goal. Delays in acquiring a parcel resulting from inaction by the State of Alaska will not be a reason for disqualifying a parcel from counting toward that total.


Of the parcels accepted for ownership by the State of Alaska or judged by the State of Alaska to have sufficiently progressed toward State ownership, GUARANTOR and GUARANTEE will mutually determine the combined FCU value and whether additional FCUs are needed to fully compensate the State of Alaska for refuge land transferred to JNU ownership. If additional FCU value is needed, the GUARANTOR will initiate the process to transfer a portion of the GUARANTEE PARCEL having the required FCUs to State ownership in accordance with CBJ and DNR procedures. The parties will exercise good faith and due diligence to timely resolve this matter. In any event, a legal action under this agreement is forever barred unless filed on or before January 1, 2018.

6. ENTIRE AGREEMENT


This document contains the entire agreement between GUARANTOR and GUARANTEE and FACILITATOR. There are no other conditions, terms, or promises that are not set forth herein.

7. EXECUTION BY GUARANTOR, GUARANTEE, AND FACILITATOR

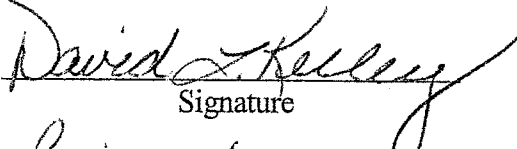
GUARANTOR:

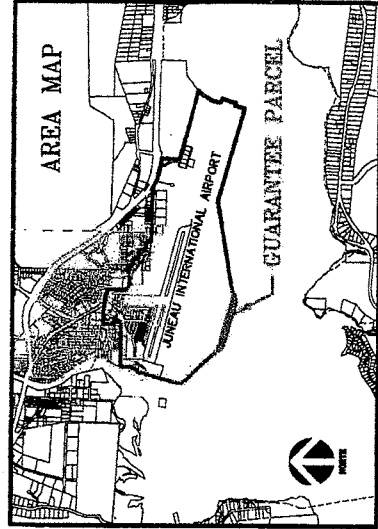
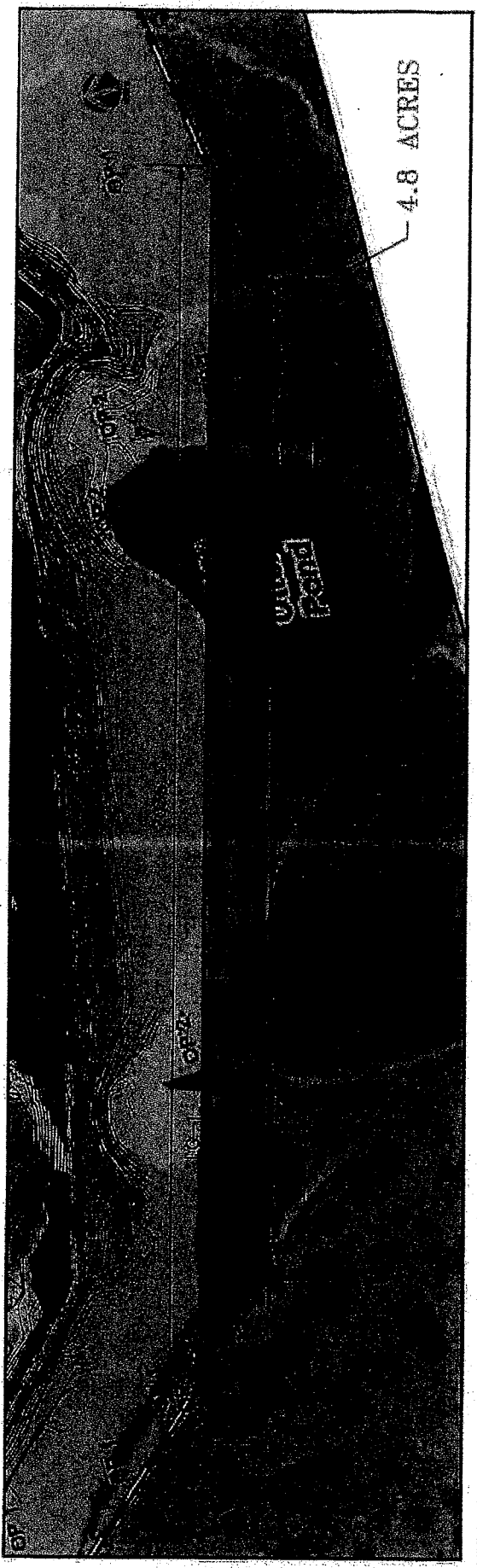
  
DAVE PALMER Signature  
Airport Manager  
Title  
2/4/2009  
Date

GUARANTEE:

  
Signature JOHN WHITE  
ADF&G  
Procurement Officer  
Title  
2/4/09  
Date

FACILITATOR:

  
Signature  
Regional Manager  
Title  
2/4/09  
Date



NOTES:  
 1. WETLAND TYPES SHOWN ARE DERIVED FROM  
 FEIS FIGURE 3-25 'FLOAT PLANE POND  
 WETLAND & OTHER POND AREA WETLANDS'.

Figure  
**1**  
 SHEET No.  
 of

**GUARANTEE PARCEL**

**Carson Dam Inc.**  
 712 WEST 10TH STREET  
 JUNEAU, ALASKA 99801  
 (907) 584-4477  
 www.carsondam.com



**Wetlands Functional Assessment**  
**4.8 ACRE GUARANTEE PARCEL**

NM1 Class	Wetland ID	Area (SF)	Area (acre)	Enviro Score	Functional Units
EMER-LIGHT (Dark Green)	EG-1	3,047	0.07		
	EG-2	3,941	0.09		
	EG-3	4,620	0.10		
	EG-4	4,630	0.10		
EMER-HIGH (Medium Green)	MG-1	29,785	0.67	128.64	55.42
	MG-2	10,706	0.24		
	MG-3	26,720	0.60		
	MG-4	24,447	0.56		
	MG-5	9,990	0.23		
		<b>100,382</b>	<b>2.30</b>	<b>124.67</b>	<b>287.09</b>
EZLN (Light Green)	LG-1	849	0.02		
	LG-2	3,163	0.07		
	LG-3	4,891	0.11		
	LG-4	26,182	0.59		
	LG-5	3,700	0.08		
	LG-6	5,091	0.11		
	LG-7	3,889	0.08		
		<b>48,306</b>	<b>1.06</b>	<b>124.84</b>	<b>132.87</b>
ETUS (Shrub-Chenar Pond)	B-1	41,729	0.95	127.65	122.11
<b>TOTALS:</b>		<b>206,871</b>	<b>4.80</b>		<b>381.84</b>

**Wetlands Functional Assessment**  
**RSA transfer parcels**  
 (from JNU Mitigation Plan, Appendix A)

Project	Wetland ID	NM Class	Acres	Enviro Score	Functional Units
RSA west end (Refuge)	ER1	ER1B3	0.17	123.58	21.7
	ER2	EZUSN	0.90	124.93	99.9
	ER3	EZEM1 (H)	0.18	124.43	19.7
	ER4	EZEM1 (L)	1.57	125.58	187.0
			<b>2.72</b>		<b>338.4</b>
RSA east end (Refuge)	ER1 (H)	EZEM1 (H)	1.69	125.70	212.4
	ER1 (L)	EZEM1 (L)	0.97	127.77	47.3
			<b>2.66</b>		<b>259.7</b>
<b>Totals:</b>			<b>4.76</b>		<b>598.1</b>

CITY AND BOROUGH OF JUNEAU  
**JUNEAU INTERNATIONAL AIRPORT**



DESIGNED	DATE	SCALE
CHECKED	DATE	DATE PRINTED
DATE	DESCRIPTION	BY

**Attachment 'C' - ADL 107380**  
**Land Use Permit - Early Entry**  
**REAL ESTATE CONTINGENCY AGREEMENT**