



DEPARTMENT OF THE ARMY
ALASKA DISTRICT, U.S. ARMY CORPS OF ENGINEERS
P.O. BOX 6898
JBER, AK 99506-0898

July 25, 2025

Real Estate Division

Daniel E. Decker Sr.
City Manager
City of Dillingham
P.O. Box 889 141 Main St.
Dillingham, Alaska 99576

Mr. Decker:

This letter concerns the real estate requirements for the 2026 – 2028 Dillingham Harbor Maintenance Dredging Project.

Dillingham Harbor was authorized by Congress in the Rivers and Harbors Act of 1958. As the local sponsor, the Dillingham Public Utility District No. 1 agreed to provide without cost to the United States all necessary lands, easements, and rights-of-way necessary for construction and maintenance of the project. On April 15, 1960 land was deeded from Pacific American Fisheries, Inc. to the United States of America and dedicated for the Dillingham Harbor project. Construction of the harbor was completed in September 1961. The City of Dillingham assumed the responsibilities and functions as the local sponsor in 1967. On June 14, 1999 dedicated land was deeded to the City of Dillingham for the harbor and maintenance.

Operations and maintenance of the harbor continues to be a combined effort by the U.S. Army Corps of Engineers (USACE) Alaska District and the City of Dillingham. The USACE Alaska District is in the early stages of preparing the next three-year contract for dredging the entrance channel and boat basin for 2026 through 2028. Maintenance dredging activities would likely occur over several weeks each year starting when the harbor and Nushagak River are ice free, typically in May. Work generally includes surveying, dredging with a cutterhead pipeline dredge, conveying the dredged material through a temporary pipeline, and discharging the dredged material in the designated open water site. Work would be conducted in a manner that keeps the harbor accessible to boat and vehicular traffic to the maximum extent practicable; however, some temporary restrictions around construction equipment and material staging areas may be necessary for public safety.

A temporary easement area will be required only during the maintenance dredging phases as described in the enclosed Right-of-Entry for Construction and Exhibits. Previous information revealed the lands were city-owned; however, if additional interests are required, they will need to be acquired in compliance with the appraisal, negotiation,

and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 USC 4601 et seq. Once the City of Dillingham has obtained all the real estate interests needed, please furnish the Right-of-Entry for Construction authorizing the Government the right to enter the property for operations and maintenance of the project.

Your prompt assistance in providing the appropriate certification and authorizations for the lands to accommodate the project would be greatly appreciated. Feel free to return the signed authorization to the email address provided below.

Thank you for your cooperation towards this endeavor, and should you have any questions or concerns, please contact Realty Specialist Todd Romine at (907) 753-5530 or via email at todd.c.romine@usace.army.mil.

Sincerely,



Matthew J. Des Forge
Chief, Real Estate Division

cc:

Daniel Miller, Port Director
Sherina Tilden, Executive Assistant/HR
Michael Tencza, USACE Project Manager

DEPARTMENT OF THE ARMY

RIGHT-OF-ENTRY FOR CONSTRUCTION

(2026-2028 Maintenance Dredging
Project, Dillingham Small Boat Harbor)

(U.S. Survey 2874 and ADL 1774)

The undersigned, hereinafter called the "Owner," in consideration of the total compensation to be paid by the UNITED STATES OF AMERICA, hereinafter called the "Government," for all land or easement rights hereinafter described, to be determined by subsequent agreement between the Owner and the Government, or by judicial proceedings, hereby grants to the Government, a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable right to enter upon the lands hereinafter described at any time within a period of Forty-Two (42) months from the date of this instrument, in order to erect buildings or any other type of improvements and to perform construction work of any nature.
2. This right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided that such ingress and egress is necessary and not otherwise conveniently available to the Government.
3. All tools, equipment, buildings, improvements, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.
4. The Government shall have the right to patrol and police the lands hereinafter described during the period of this right-of-entry.
5. In the event that the Government does not acquire title or other necessary interest in said land prior to the expiration of this permit or right-of-entry, or other renewal thereof, the parties agree that, if any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein. If the Government does acquire such title or other necessary interest, damages would be limited to the decrease in the fair market value of the owner's remainder caused by such damage.

The land affected by this right-of-entry is located in the City of Dillingham, State of Alaska, and is described as follows:

A portion of U.S. Survey 2874 and a portion of ADL 1774, located within Sections 20 and 21, Township 13 South, Range 55 West, Seward Meridian, depicted on USACE Drawing "Exhibit B", attached hereto and made part of this Right-of-Entry for Construction.

<i>City of Dillingham</i>	United States Government
<hr/> <p>Daniel Decker City Manager, City of Dillingham (NOTE: Corporate/Government Representative need to provide evidence of authority to bind the entity.)</p>	<hr/> <p>MATTHEW J. DES FORGE Real Estate Contracting Officer</p>
<p>Contact information:</p> <p>PO Box 889 141 Main St. Dillingham, AK 99576 (907) 842-5148 manager@dillinghamak.us</p>	<p>Real Estate Division phone number: 907-753-2866</p> <p>Division Email: CEPOA-RE@usace.army.mil</p>
Date Signed	Date Signed & Executed:

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**CORPORATE CERTIFICATE (if applicable)**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_, of  
(Name) (Title)

\_\_\_\_\_ that \_\_\_\_\_  
(Corporation/Organization) (Signatory's name)

who signed the foregoing instrument, the Right-of-Entry for Construction, on behalf of

\_\_\_\_\_ was then the \_\_\_\_\_ of  
(Corporation/Organization) (Signatory's title)

\_\_\_\_\_. I  
(Corporation/Organization)

further certify that said \_\_\_\_\_ was acting within the scope of  
(Signatory's title)

powers delegated to them by the Board of Directors of

\_\_\_\_\_ in executing said instrument.  
(Corporation/Organization)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**EXHIBIT A**  
**Dillingham Small Boat Harbor Maintenance Dredging**

**Estate:** The minimum interest in real estate required to support construction, operation, and maintenance of the 2026-2028 Maintenance Dredging Project, Dillingham Harbor, as set forth in the plans and specifications held in the U.S. Army Corps of Engineers, Alaska District Office, Anchorage, Alaska, are as follows:

A portion of U.S. Survey 2874 – Pipeline Corridor, Dredging, and Surveying  
A portion of ADL 1774 – Pipeline Corridor, Dredging, Surveying, and Dredged Material Placement

A temporary easement and right-of-way in, on, overland across the land described as a **portion of USS 2874 and a portion of ADL 1774** on the attached marked "Exhibit B"; for a period not to exceed three years, as follows:

- May 1, 2026, thru June 30, 2026
- May 1, 2027, thru June 30, 2027
- May 1, 2028, thru June 30, 2028

The land granted to the City of Dillingham, for use by the United States, its representatives, agents, and contractors as a work area, including the right to deposit fill, spoil and waste material thereon, move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the 2026 – 2028 Maintenance Dredging Project, Dillingham Harbor, Alaska, together with the right to trim, cut, fell and remove there from all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easement for public roads and highways, public utilities, railroads and pipelines.

**Legal Description:**

A portion of USS 2874, located within Section 20 and 21, Township 13 South, Range 55 West, Seward Meridian, Bristol Bay Recording District, State of Alaska.

A portion of ADL 1774, Public Use Easement, located within Section 21, Township 13 South, Range 55 West, Seward Meridian, Bristol Bay Recording District, State of Alaska.

## EXHIBIT B



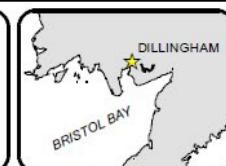
### EXHIBIT B DILLINGHAM HARBOR DILLINGHAM, ALASKA



US Army Corps of Engineers Alaska District

NOTES:  
1. THIS LOCALITY IS SHOWN ON NOAA CHART NOS. 16011 AND 16322.  
2. CURRENT SURVEY INFORMATION FOR THIS PROJECT AT  
[www.poa.usace.army.mil/About/Offices/ConstructionOperations/RiversandHarbors.aspx](http://www.poa.usace.army.mil/About/Offices/ConstructionOperations/RiversandHarbors.aspx)

MAP DATE: JUNE 2022 IMAGERY DATE: 10 MAY 2022



## ATTORNEY'S CERTIFICATE OF AUTHORITY

I, \_\_\_\_\_, *City Attorney* for the *City of Dillingham* certify that *City of Dillingham* has the authority to grant the Right-of-Entry for Construction; that said Entry is in sufficient form to grant the authorization therein stated.

WITNESS my signature as *City Attorney* for the *City of Dillingham* this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_