



DEPARTMENT OF THE NAVY

ATLANTIC DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
NORFOLK, VIRGINIA 23511-6287

TELEPHONE NO.

804-445-2375
IN REPLY REFER TO:

LIC-0-640
241BT

1987

9 MAR 1987

Mr. Keith H. Kuttler
Adams Corp-Group
American Cablevision of Camp Lejeune
111 Briar Crest Court, Suite 300
Bryan, Texas 77802

Dear Mr. Kuttler:

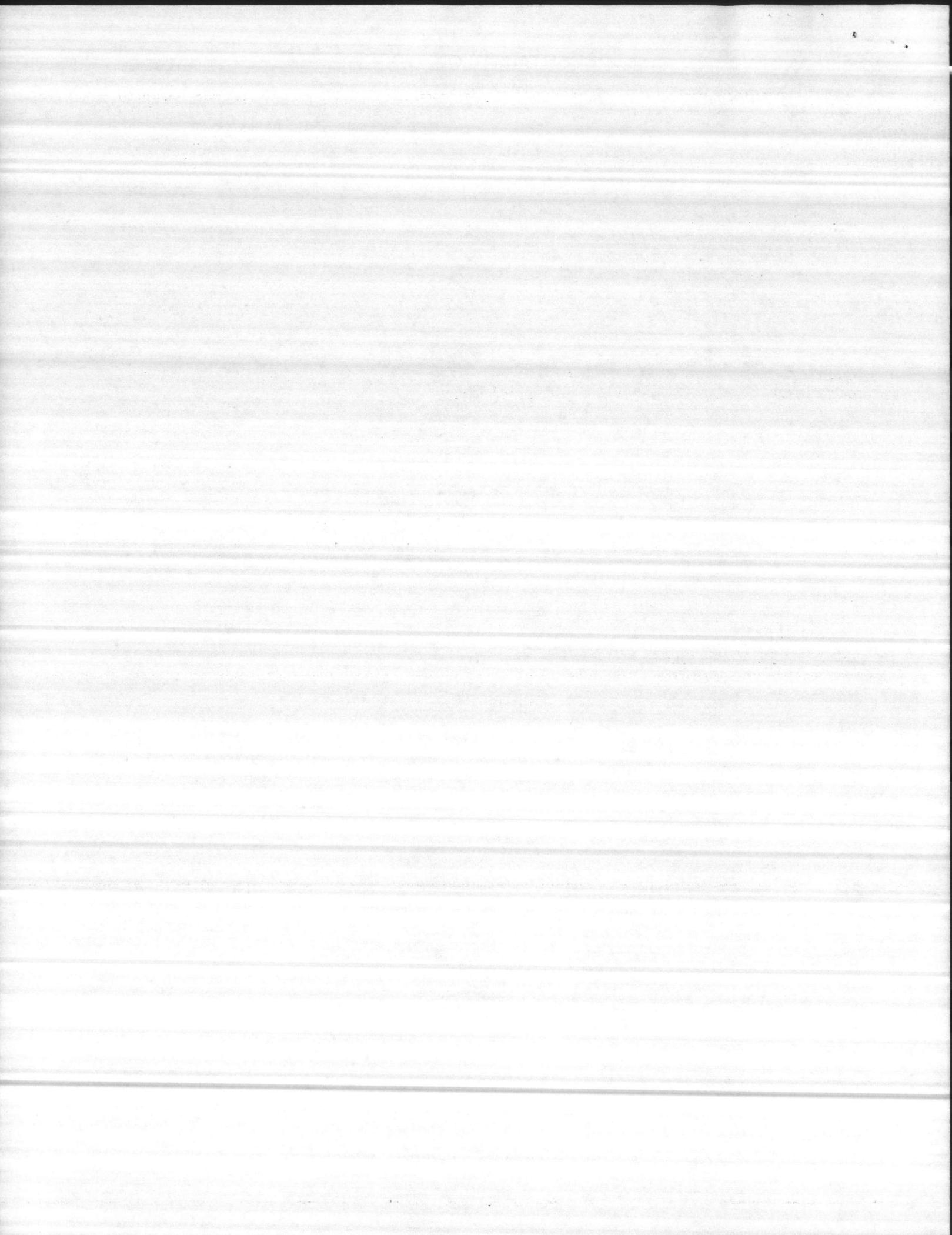
Enclosed is an executed copy of License N62470-87-RP-00098 covering a buried CATV cable at Camp Lejeune, North Carolina.

Sincerely,

F. LEE WARREN
Realty Specialist
By direction of the Commander

Encl

Blind copy to:
MARCORB Camp Lejeune (✓/emb)



LICENSE FOR NONFEDERAL USE OF REAL PROPERTY
 NAVFAC 110.1/29 (6-75) (Supersedes NavDocks 2260)

LIC-0-640

LICENSE NUMBER

All correspondence pertaining to this license should include a reference to N62470-87-RP-00098

THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND THE GENERAL PROVISIONS ON THE REVERSE SIDE HEREOF. BY THE EXECUTION HEREOF THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS AND GENERAL PROVISIONS.

1. NAVAL ACTIVITY (Property location) Marine Corps Base Camp Lejeune, North Carolina 28542	2. DATES COVERED (Inclusive) FROM 1 December 1986 TO 31 March 1990
3. DESCRIPTION OF PROPERTY (Include room and building numbers where appropriate) Such land as may be necessary for the installation of an underground television cable located in the vicinity of the intersection of North Carolina Route 24 with Tarawa Blvd. said area being shown on the sketch attached hereto and made a part hereof as Exhibit "A".	
4. PURPOSE OF LICENSE Operation and maintenance of an underground television cable.	

5. LICENSOR UNITED STATES OF AMERICA DEPARTMENT OF THE NAVY	5a. LOCAL REPRESENTATIVE, DEPT. OF NAVY OFFICIAL (Title and address) Commanding General, Marine Corps Base Camp Lejeune, North Carolina 28542-5201
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6. LICENSEE (Name and address) Mr. T. D. Vance, Vice President, Adam Corp-Group, American Cablevision of Lejeune, Bryan, TX 77802	6a. LOCAL REPRESENTATIVE (Name and address) Mr. Dennis Horne, P.O. Box 214 Camp Lejeune, North Carolina 28542
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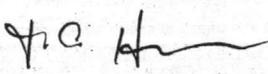
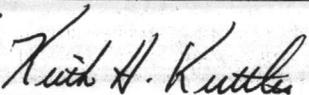
7. CASH PAYMENT BY LICENSEE (Payable in advance) (If no cash payment is required, enter "None" under item 7a "Amount")			
a. AMOUNT (Each payment) \$500.00	b. FREQUENCY PAYMENTS DUE for entire term	c. FIRST DUE DATE Paid on 1 April 1985	d. TO (Title and address of local representative of the Government) Commander, Atlantic Division Naval Facilities Engineering Command Norfolk, Virginia 23511-6287

8. DEPOSIT FOR UTILITIES AND SERVICES (Payable in advance) (If no cash payment is required, enter "None" under item 8a "Amount")			
a. AMOUNT (Each deposit) NONE	b. FREQUENCY PAYMENTS DUE	c. FIRST DUE DATE	d. TO (Mailing address)

9. INSURANCE REQUIRED AT EXPENSE OF LICENSEE (If any or all insurance requirements have been waived, enter "None" in a,b,c, or d as appropriate)			
a. FIRE AND EXTENDED COVERAGE	MINIMUM AMOUNT \$ NONE	c. THIRD PARTY PERSONAL INJURY PER PERSON	MINIMUM AMOUNT \$ NONE
b. THIRD PARTY PROPERTY DAMAGE	MINIMUM AMOUNT \$ NONE	d. THIRD PARTY PERSONAL INJURY PER ACCIDENT	MINIMUM AMOUNT \$ NONE

10. GENERAL PROVISIONS (See Reverse Side) A. Addendum No. 1 to subject license is attached, to include addition of Items 10.o., 10.p., 10.q., and 10.r.
 B. General Provision 10.h. and 10.i., excepting the first sentences, thereof, and General Provision 10.j. have been deleted from the license prior to execution.

II. EXECUTION OF LICENSE

FOR	BY		DATE
	NAME AND TITLE (Typed)	SIGNATURE	
DEPARTMENT OF THE NAVY	J. EMERY NICHOLS, Director, Real Estate Division, Atlantic Division, Naval Fac. Eng. Command, Norfolk, VA 23511-6187		3/5/87
LICENSEE	Keith K. Kuttler, Vice Pres. American Cablevision Corporation/National		2/27/87

If Licensee is a Corporation, Certification of signature is attached

10. GENERAL PROVISIONS

a. The Licensor hereby grants to the Licensee the right to use the premises or facilities described in item 3, together with the necessary rights of ingress and egress.

b. This License shall be effective for the period stated in item 2 and is revocable at any time without notice at the option and discretion of the Licensor or its duly authorized representative.

c. The use shall be limited to the purposes specified herein.

d. This License shall be neither assignable nor transferable by the Licensee.

e. If utilities and services are furnished the Licensee for its use of the premises the Licensee shall reimburse the Licensor for the cost thereof as determined by the Licensor in accordance with applicable statutes and regulations.

f. The Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the premises or facilities licensed hereby. At the discretion of the Licensor this obligation shall include, but not be limited to, contribution toward the expense of long-term maintenance of the premises or facilities, the necessity for which accrued during the period of Licensee's use. The amount of expense to be borne by the Licensee shall be determined by prorating the total expense of the item of long-term maintenance on the basis of fractional use by the Licensee. This fractional part of the total expense shall be prorated further if the item of long-term maintenance did not accrue in its entirety during the Licensee's use. Upon a determination by the Licensor that the necessity exists for an expenditure of funds for maintenance, protection, preservation or repair, the Licensee shall pay to the Licensor its proportionate share, on demand.

g. No additions to, or alterations of, the premises or facilities shall be made without the prior consent of the Licensor. Upon revocation or surrender of this License, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the premises or facilities to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

h. The Licensee shall be liable for any loss of, or damage to, the premises or facilities incurred as a result of its use and shall make such restoration or repair, or monetary compensation as may be directed by the Licensor. ~~The Licensee's liability for loss or damage to the premises resulting from risks expressly required to be insured hereunder shall not exceed the amount of insurance so required. The Licensee shall not be liable for loss of, or damage to, the premises arising from causes beyond the control of the Licensee and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the premises are situated. Nothing contained herein, however, shall relieve the Licensee of liability with respect to any loss or damage to the premises, not fully compensated for by insurance, which results from willful misconduct, lack of good faith, or failure to exercise due diligence, on the part of the Licensee. All insurance required of the Licensee on the premises shall be for the protection of the Licensor and the Licensee against their respective risks and liabilities in connection with the premises. Each policy of insurance against loss or damage to Government property shall name the Licensee and the United States of America, Department of the Navy, as the insured and shall contain a loss payable clause reading substantially as follows:~~

~~"Loss, if any, under this policy shall be adjusted with (Name of Licensee) and the proceeds, at the direction of the Government, shall be payable to (Name of Licensee), and proceeds not paid to (Name of Licensee) shall be payable to the Treasurer of the United States of America.~~

~~In the event that any item or part of the premises or facilities shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this paragraph h, the Licensee shall promptly give notice thereof to the Licensor and, to the extent of its liability as provided in this paragraph, shall, upon demand, either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Licensor may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Licensee for such loss of~~

~~damage, the Licensee shall effect such repair, rebuilding or replacement if required so to do by the Licensor, and such excess of cost shall be reimbursed to the Licensee by the Licensor. In the event the Licensee shall have effected any repair, rebuilding or replacement which the Licensee is required to effect pursuant to this paragraph, the Licensor shall direct payment to the Licensee of so much of the proceeds of any insurance carried by the Licensee and made available to the Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Licensee to effect such repair, rebuilding or replacement. In event the Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of such proceeds.~~

i. The Licensee shall indemnify and save harmless the Government, its officers, agents, servants and employees from all liability under the Federal Tort Claims Act (62 Stat. 869, 982; 28 U.S.C. Sec 2671, 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the Licensee, ~~and shall furnish the insurance specified in Item 9. Each policy of insurance required in Item 9 covering bodily injuries and third party property damage shall contain an endorsement reading substantially as follows:~~

~~"The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."~~

j. All insurance required by this License shall be in such form, for such periods of time, and with such insurers as the Licensor may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the Licensor's local representative prior to use of the premises and facilities. The Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to the Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same.

k. No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.

l. The Licensee warrants that it has not employed any person to solicit or secure this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this License or in its discretion to recover from the Licensee the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.

m. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

n. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Licensor as designated in Item 5a.

ADDENDUM NO. 1 TO LICENSE N62470-87-RP-00098

10.0. Licensee hereby agrees to perform all work in connection with the operation, maintenance, repair, replacement, and removal of aforesaid underground television cable and related items in accordance with plans previously approved by the Licensor's local representative.

10.p. This license is granted subject to the following outstanding rights and/or instruments:

1. Grant of Easement N0y(R)-49273 of 21 December 1955 to the State of North Carolina covering a portion of North Carolina Route 24 located on Government property.

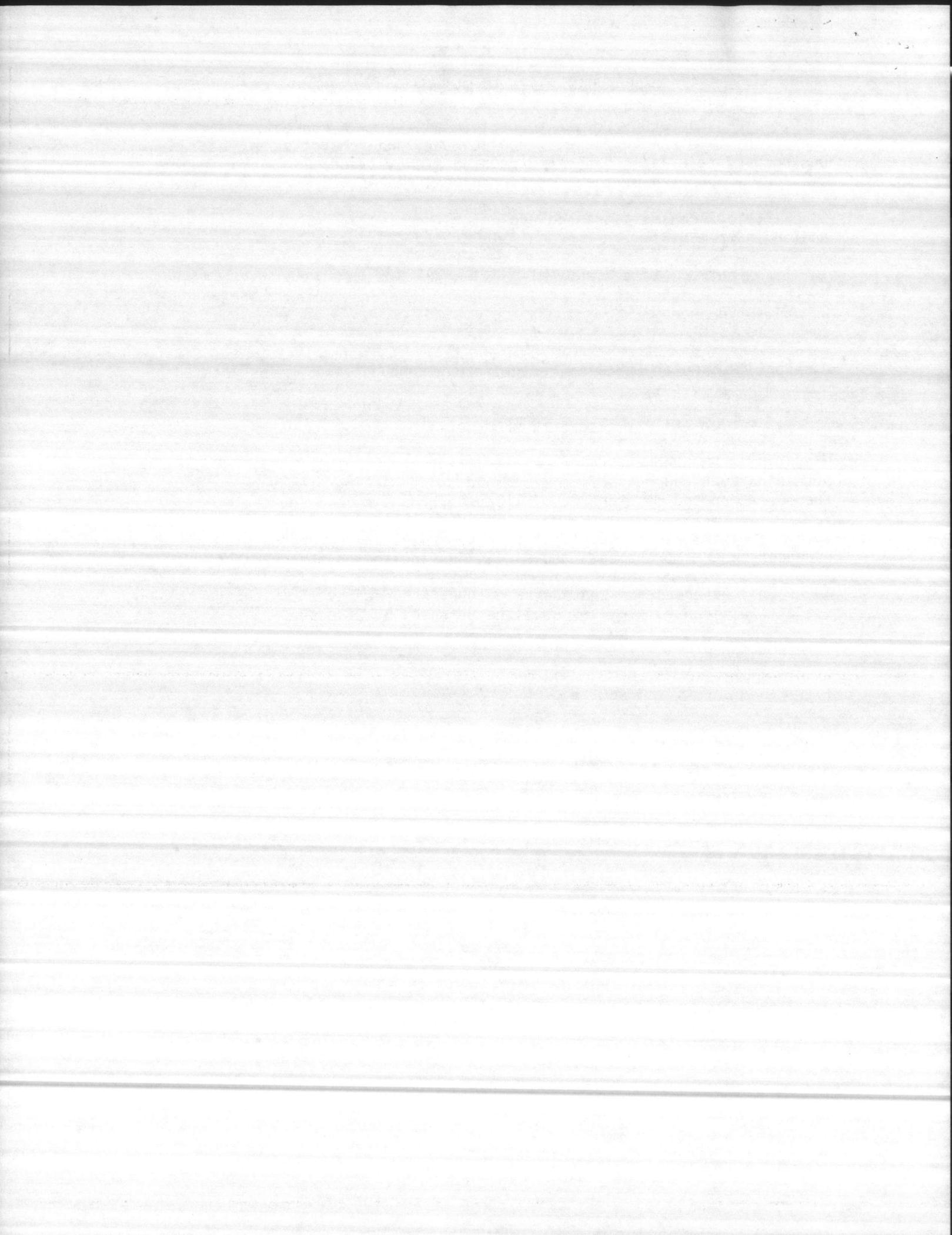
2. Grant of Easement N62470-79-RP-00268 of 4 June 1979 to the City of Jacksonville, North Carolina, covering underground sewer mains located on Government property.

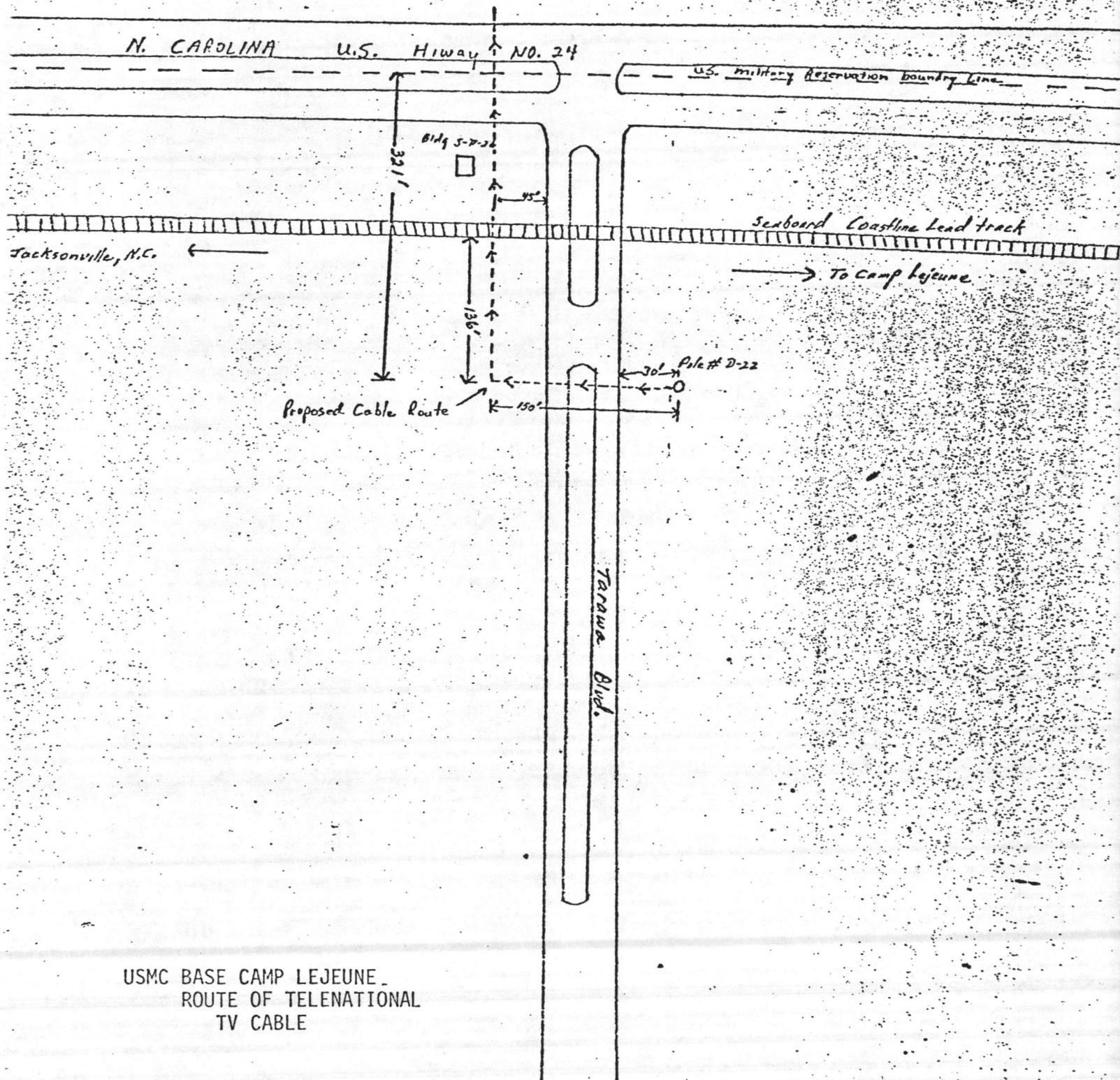
3. Public utility easements and rights, if any.

Licensee hereby understands and agrees that it shall be solely responsible for obtaining such approvals from aforesaid third parties as may be necessary for the operation and maintenance of the underground television cable.

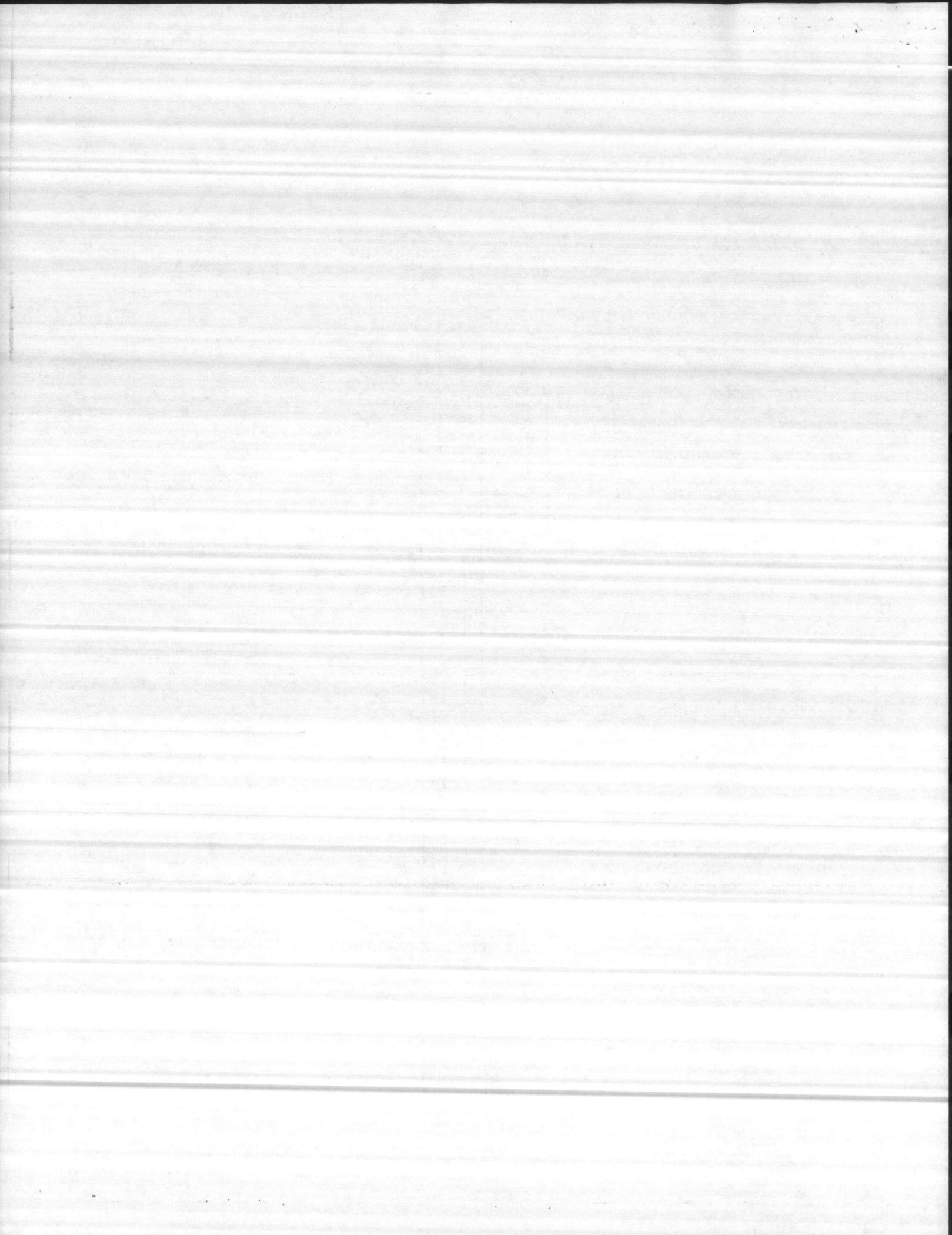
10.q. The permissive use rights hereby granted are subordinate to all Licensor-owned improvements and facilities located on the premises.

10.r. All expenses, of whatsoever nature, incurred by the Licensee through use of the licensed premises shall be defrayed by Licensee.





USMC BASE CAMP LEJEUNE
 ROUTE OF TELEATIONAL
 TV CABLE



CERTIFICATION OF SIGNATURE

I, Tommy D. Vance, certify that I am the
Assistant Secretary of the American Cablevision Corp/National
(TITLE) (ORGANIZATION)
named as Licensee in the attached license; that Keith H. Kuttler
(NAME)
who signed said license on behalf of the Licensee was then _____
Vice President thereof; that said license was duly signed
(TITLE)
for and on behalf of said American Cablevision
Corporation/National by authority
(ORGANIZATION)
of its governing body and is within the scope of its powers.

2/27/87
(DATE)

Assistant Secretary
(TITLE)

(SEAL)

DECLARATION OF SIGNATURE

I, _____

of _____
(ORGANIZATION)

do hereby declare in the attached document that _____
(NAME)

who signed said license on behalf of the licensee was then

_____ Vice President
(TITLE)

of said _____
(ORGANIZATION)

of its governing body and is within the scope of its powers.

_____ Assistant Secretary
(TITLE)

_____ 12/18/87
(DATE)

(NAME)