



DEPARTMENT OF THE NAVY
ATLANTIC DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
NORFOLK, VIRGINIA 23511

TELEPHONE NO.

444-7411

IN REPLY REFER TO:

241:RHS

PI-202

23 SEP 1981

From: Commander, Atlantic Division, Naval Facilities Engineering Command
To: Commanding General, Marine Corps Base, Camp Lejeune

Subj: Agreement for Subgrade Telephone Cable across Seaboard Coastline
right-of-way and Southwest Creek trestle

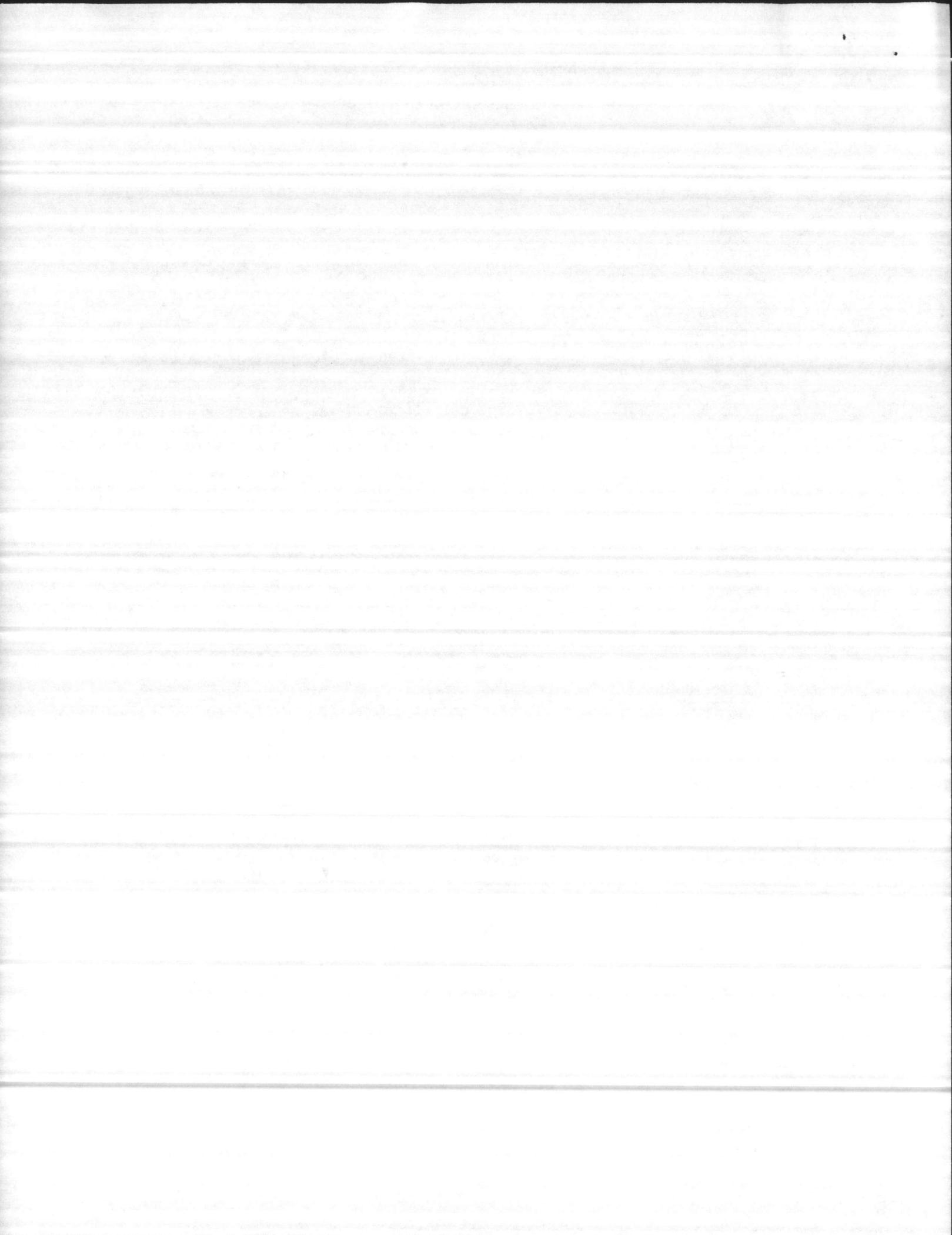
Encl: (1) Agreement N62470-81-RP-00638 (copy)

1. Enclosure (1) covers installation, operation and maintenance of subject telephone cable and is forwarded for record purposes.

A handwritten signature in black ink, appearing to read "Robert J. Bond", is written above the typed name.

ROBERT J. BOND
By direction

Copy to:
MCB CAMLEJ (Telephone Division)



THIS AGREEMENT, made this 16th day of July, 1981, by and between the SEABOARD COAST LINE RAILROAD COMPANY, a corporation under the laws of the State of Virginia, hereinafter for convenience called the Licensor, and the UNITED STATES OF AMERICA, DEPARTMENT OF THE NAVY, hereinafter for convenience called the Licensee.

WITNESSETH:

WHEREAS, the Licensee desires to construct, operate and maintain a telephone cable, hereinafter called the wire line, across the right of way and under the wires and tracks of the Licensor at or near the Marine Corps Base, Camp Lejeune, North Carolina, from a point located in Licensor's western right of way line and situated 1283 feet northerly measured along the centerline of said tracks from Mile Post ACB-289 and thence extending in a general northerly direction through said right of way and crossing on but under Licensor's railroad trestle over Southwest Creek and thence running northerly to a point located in said western right of way line and situated 3148 feet northerly measured along the centerline of said tracks from Mile Post ACB-289; being as shown in green on the print of Licensee's Drawing attached hereto and made a part hereof; other details and data incident to said wire line being as shown on Licensor's Form 120, dated 10 November 1980, also attached hereto and made a part hereof.

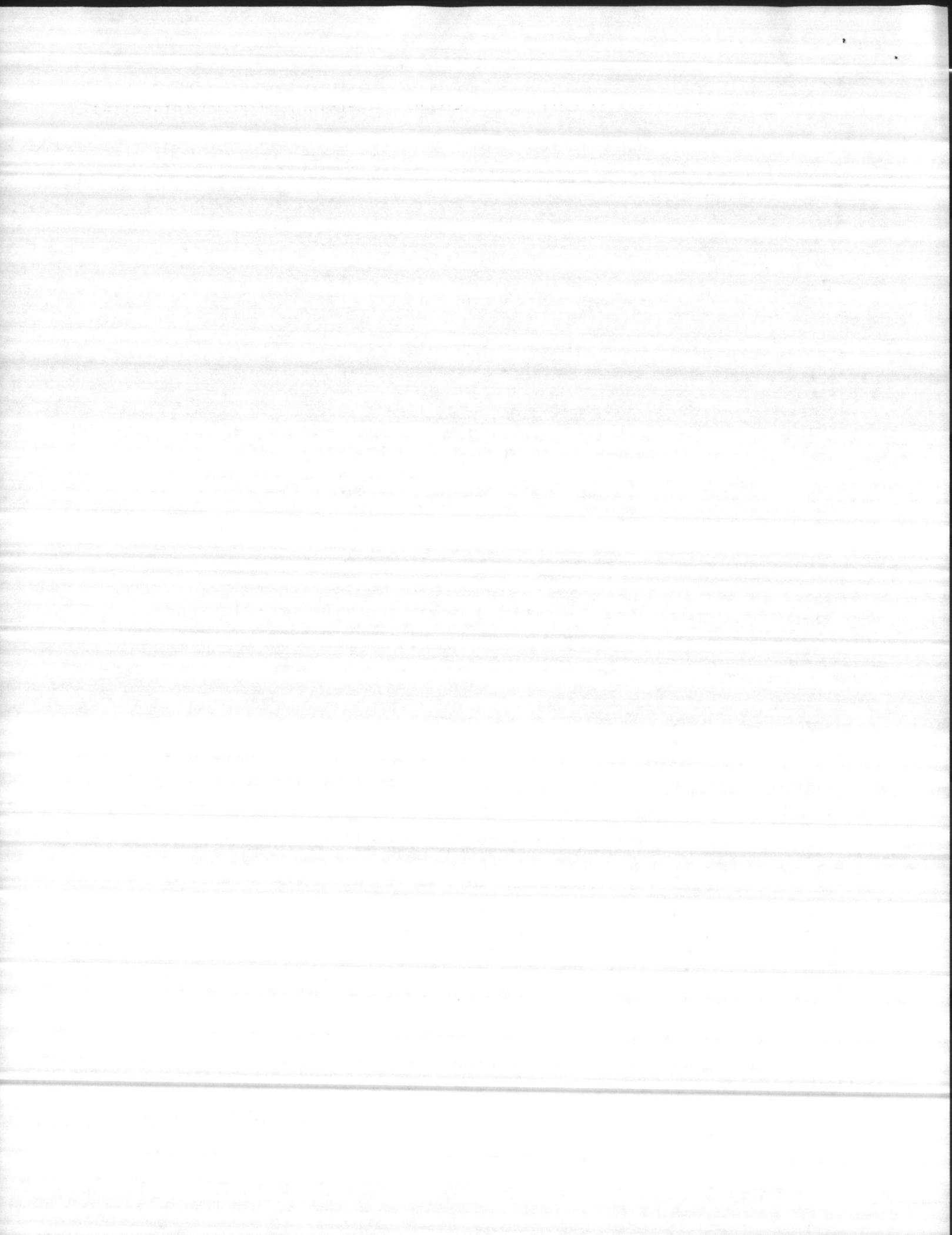
NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, and of the covenants upon the part of Licensee to be kept and performed as hereinafter expressed, the Licensor hereby grants to the Licensee permission and license to construct and maintain said wire line at the points above designated, and Licensee hereby covenants and agrees in consideration thereof.

1(a). Licensee will construct and maintain said wire line, so as not to interfere with other structures now in place, in all respects satisfactory to the Division Engineer of Licensor.

(b). Licensee will pay to Licensor, on bills rendered by Licensor, the full amount of all cost and expense which may be incurred by Licensor in protecting its track or tracks and maintaining traffic thereover while said wire line is being installed or during any repair, renewal, relocation or removal of said wire line.

2. The Licensee, on written request of the Licensor, will promptly and in any event within thirty days from the date of such request, repair said wire line in such manner as shall be designated by the Licensor, and if said Licensee fails to so comply with such request, the Licensor may make such repairs as may be necessary, the cost of which the Licensee agrees to pay, as above provided, or the Licensor may at its option take down and wholly remove said wire line from Licensor's right of way.

3. Should the provisions herein named cause any change or alteration in the location or arrangement of the wires or poles of the Licensor, the cost of such alteration or rearrangement shall be paid by the said Licensee.



4. If the death or injury to any person, or the loss of or damage to any property, is caused by the Licensee in the course of its use of said crossing, the liability, if any, of the Licensee therefor, shall be determined in accordance with the applicable provisions of the Federal Tort Claims Act.

5. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company if the agreement be for the general benefit of such corporation or company.

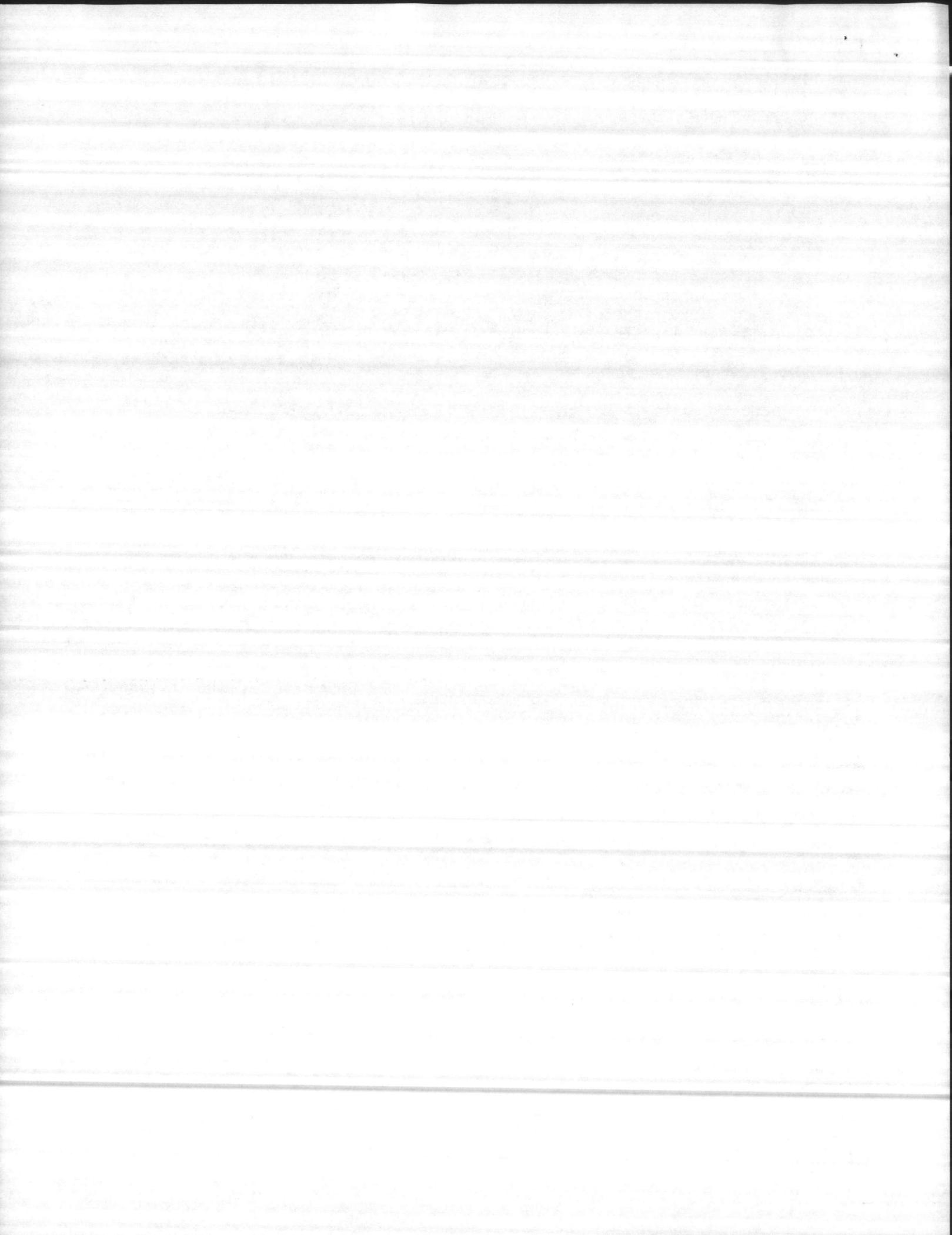
6. In the event proper use of the Licensor's right of way and property or any changes in or additions to Licensor's track or tracks shall hereafter make necessary any change of location or otherwise in said wire line, the Licensee shall at its expense, within twenty days after notice in writing given to said Licensee, make such change in said wire line as may be necessary in the opinion of the Licensor.

7. The Licensee will cooperate with Licensor and will at Licensee's expense make such changes in its lines and assume expense of any changes in lines of the Licensor as may be found necessary to eliminate any interference that may, at any time develop with respect to the operation of the Licensor's telegraph, telephone, power line or signal circuits or apparatus by reason of the proximity of the said wire line of the Licensee.

8. Licensee shall comply strictly at all times with all laws, rules, regulations and ordinances, state, federal or municipal, applicable to the construction and maintenance of the said wire line by the Licensee hereunder, and will secure and maintain in effect any or all licenses, permits or certificates which are or may be required by any federal, state or municipal law or governmental regulation.

9. The proper and complete performance of each and every of the covenants of the Licensee herein contained shall be deemed of the essence of this contract, and in the event the Licensee shall fail or refuse to fully and completely perform any or all of its said covenants for thirty days after notice requiring it so to do, made by Licensor, as to any or every of said covenants, then Licensor shall have the option of terminating this agreement and may, if it so desires, cancel this license and revoke the privileges and powers hereby conferred upon the Licensee. Upon such cancellation, Licensee will at its expense remove said wire line from the property of Licensor.

10. It is understood by both parties that the Licensee is completely dependent upon appropriations to finance its operations and honor any obligations assumed in its behalf by its agents, offices and employees. Therefore, it is recognized and agreed that each and every obligation hereinabove assumed by the Licensee which requires an expenditure of funds is made contingent upon availability of such funds.



IN WITNESS WHEREOF the parties hereto have caused this AGREEMENT to be executed in duplicate by their duly authorized officers as of the day and year first above written.

SEABOARD COAST LINE RAILROAD COMPANY

ATTEST:

By Rumrort

Title ASSISTANT SECRETARY

By R. R. Hume

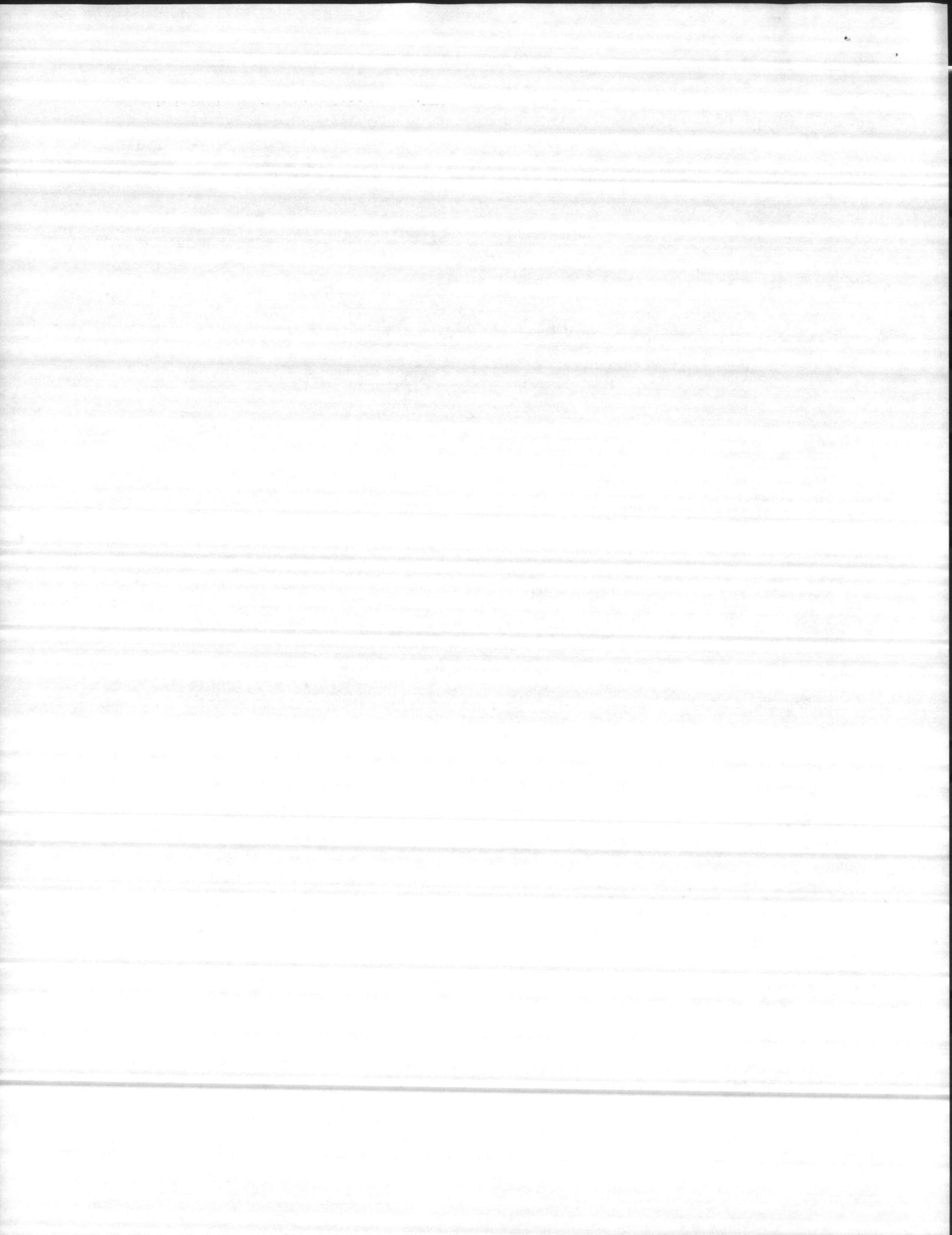
Title Chief Engineering Officer

(SEAL)

UNITED STATES OF AMERICA,
DEPARTMENT OF THE NAVY

By J. Emory Nichols

By direction of the Commander
Atlantic Division, Naval Facilities
Engineering Command, Norfolk, Virginia
23511



I, J. A. SUTTON, a Notary Public in and for the State and County aforesaid, do certify that R. E. FRAME, the CHIEF ENGINEERING OFFICER, and R. W. MURRAY, the ASST. SECRETARY, of Seaboard Coast Line Railroad Company, whose names as such are signed to the foregoing writing, bearing date of the 16TH day of JULY, 1981, have each this day personally appeared before me in my County aforesaid and acknowledged the same.

Given under my hand and official seal this 24TH day of August, 1981.

J. A. Sutton
Notary Public

My commission expires: Notary Public, State of Florida at Large
My Commission Expires Oct. 8, 1983
Bonded By American Fire & Casualty Company

(SEAL)

STATE OF VIRGINIA)
CITY OF NORFOLK) to-wit:

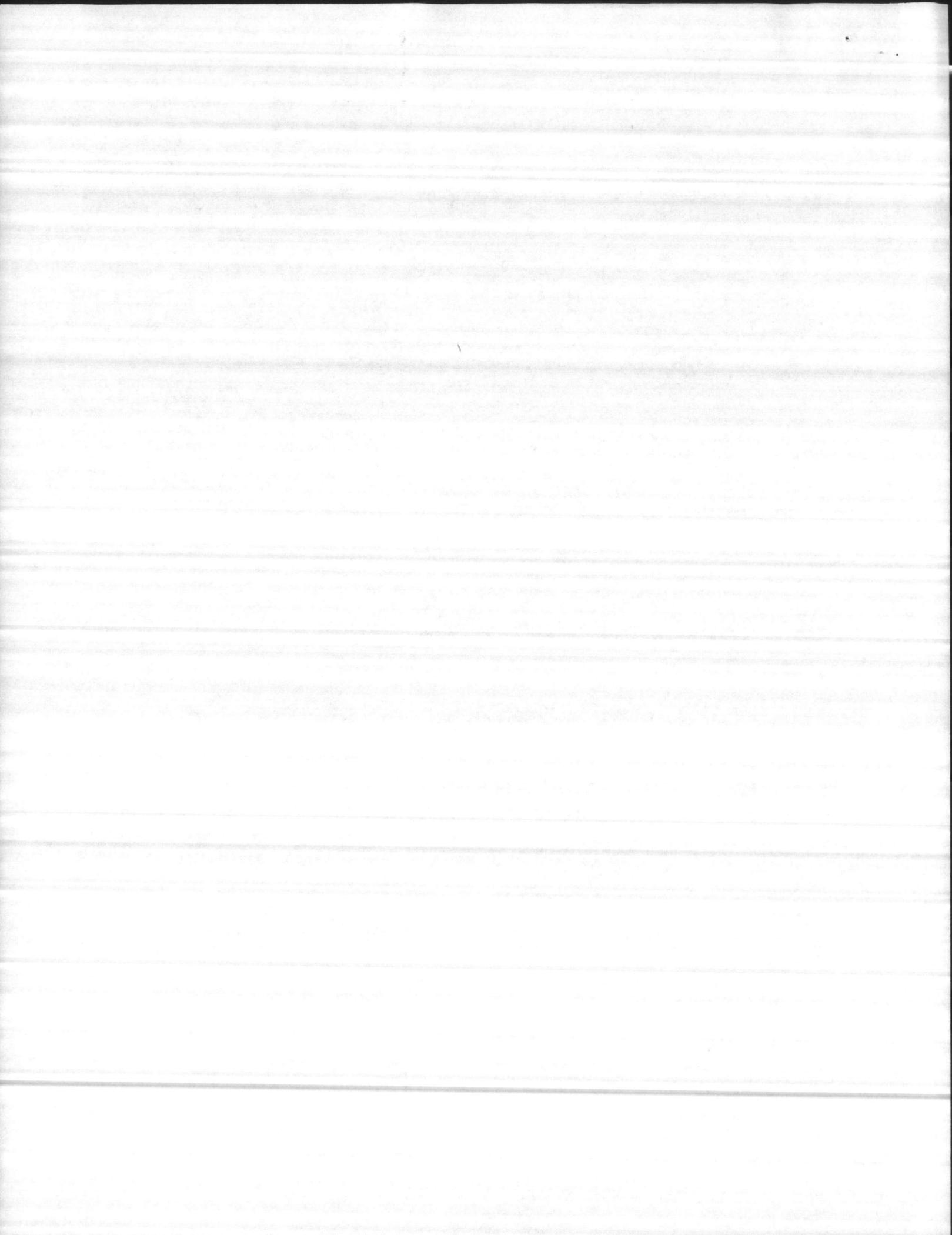
I, WILLIAM C. HUNT, a Notary Public in and for the city and state aforesaid do hereby certify that J. EMERY NICHOLS, whose name is signed to the foregoing writing bearing date on the 16th day of July, 1981, has personally appeared before me this date in said City and acknowledged the same.

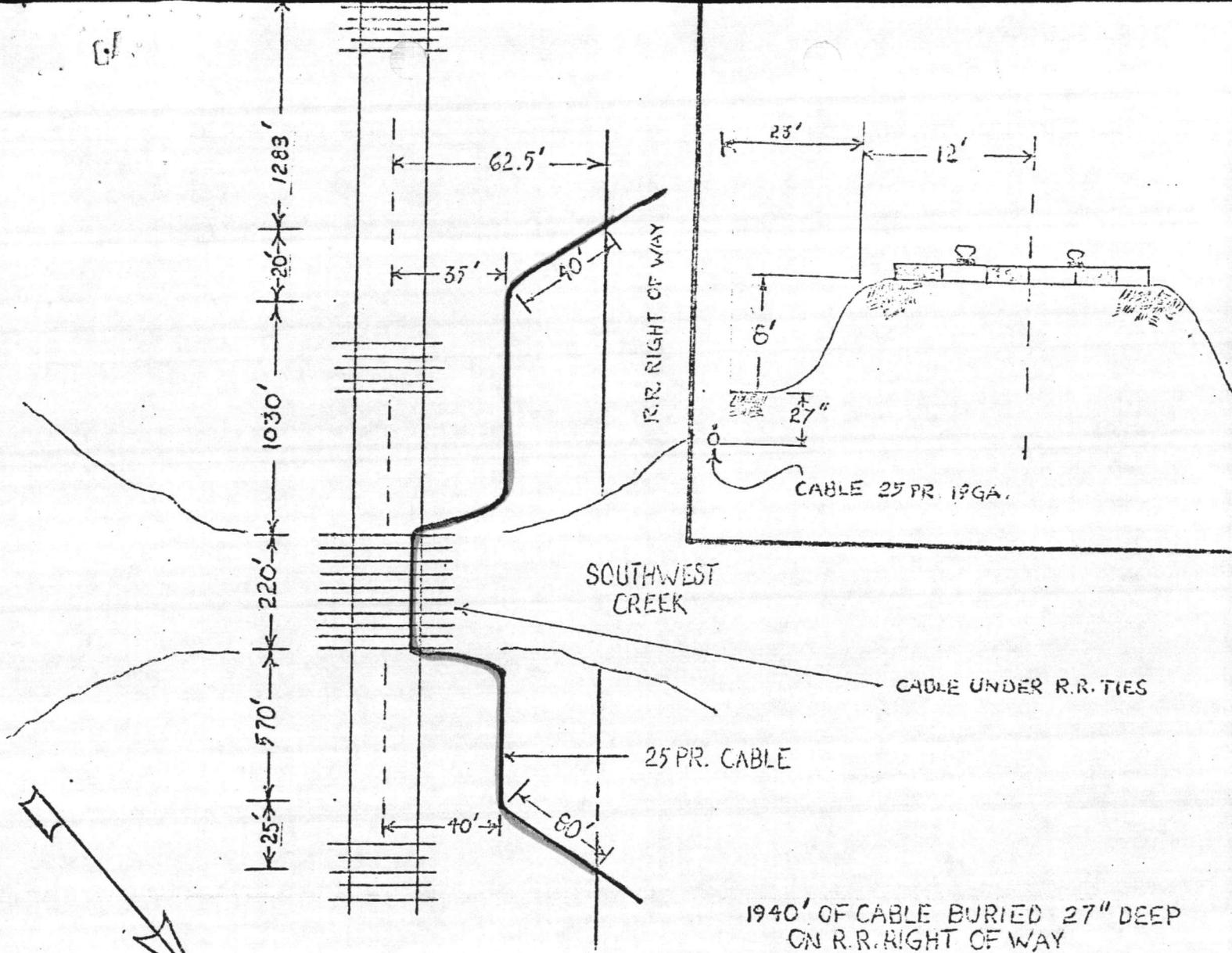
Given under my hand and official seal this 16th day of July, 1981.

William C. Hunt
Notary Public

My commission expires: 21 December 1982

(SEAL)





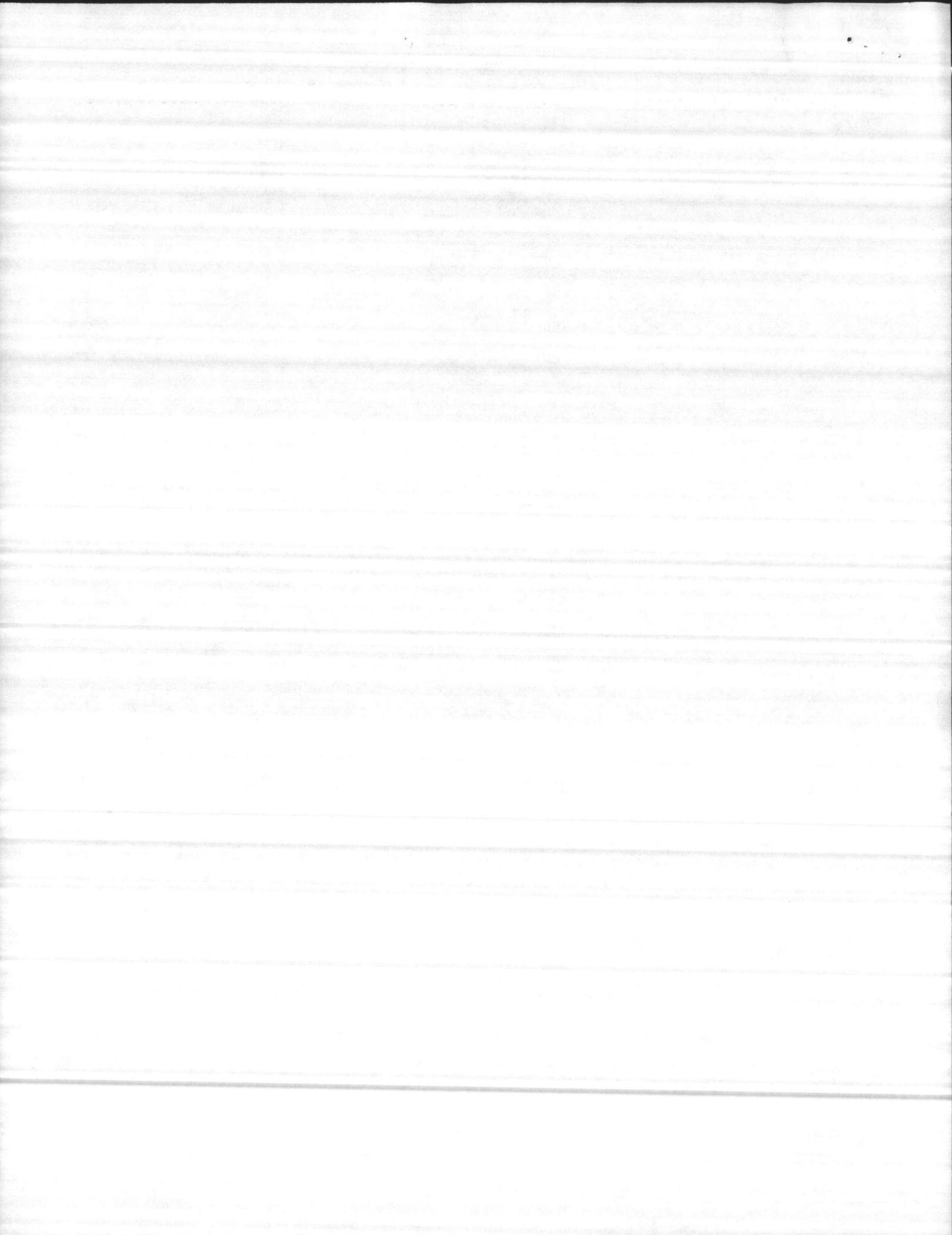
1940' OF CABLE BURIED 27" DEEP ON R.R. RIGHT OF WAY

APPROVED FOR CONSTRUCTION

BY..... RAILROAD COMPANY
 (Superintendent) (Division Engineer)
 (Superintendent of Telegraph) (Chief Engineer)

No. of Wires	Size	Kind	Bare or Ins.
Soft or Hard Drawn		Solid or Stranded	
Max. Voltage	Amps.	Sag at 60°	
Max. Stress in Crossing Span		Lbs.	
Cable Size <i>25 pr.</i>	Gauge <i>199A</i>	Strand	
Insulators	Glass		
Pins	Kind	Size	
Crossarms	Kind	Size	Single or Double
Poles	Kind		
	A	B	C D E
Top Diameter			
Bot. Diameter			
Ht. and Class			

C. T. & T. CO.
 Proposed Crossing:
 Tracks of *130.3* Ft. North of MP *289*
Onslow Count.
 Scale *None* Horizontal
 Vertical
 Eng.
 Exch. *U.S. Government*
 Toll Line
 Est. No.
 Job No.
 Sub Job No. ENCL (2)



PLANS FOR PROPOSED INSTALLATION SHALL BE SUBMITTED TO AND MEET THE APPROVAL OF THE RAILROAD COMPANY BEFORE CONSTRUCTION IS BEGUN. MATERIAL AND INSTALLATION ARE TO BE IN STRICT ACCORDANCE WITH SPECIFICATIONS OF NATIONAL ELECTRICAL SAFETY CODE, CURRENT EDITION, AND REQUIREMENTS OF THE SEABOARD COAST LINE RAILROAD COMPANY. ORIGINAL AND ELEVEN COPIES OF THIS FORM SHALL BE SUBMITTED, ACCOMPANIED BY TWENTY TWO PRINTS OF A DRAWING SHOWING PLAN, ELEVATION SECTION OF CROSSING FROM FIELD SURVEY, LOCATION IN RESPECT TO MILEPOST, WIDTH OF RAILROAD'S RIGHT OF WAY, LOCATION OF ADJACENT STRUCTURES AFFECTING CROSSING.

1. Proposed Telephone line crossing will be located between Wilmington and Jacksonville (Railroad Stations) 1283 feet North of M. P. No. ACB 289.
2. Proposed crossing will be a: Transmission _____ Distribution _____ Service Telephone No. _____
3. Angle between center line of right of way and line will be 0 degrees. Parallel to Tracks
4. Number of Railroad Company's tracks to be crossed None
5. Alternating current NA Voltage NA
6. No. phases NA Cycles _____
7. Direct current: 48 Voltage _____ Amperes _____
8. Maximum voltage 48 Maximum current _____
9. Maximum fault to ground current None
10. Material (Encasement) NA
11. Outside diameter 1"
12. Wall thickness NA
13. Total length within RR right of way 1940 Ft
14. Bury: Base of rail to top of casing NA
15. Bury: Not beneath tracks 27"
16. Bury: Roadway ditches 27"
17. Cross-section sketch of cable See Enclosure
18. Conductors—(a) Number 25 Pair (b) AWG gauge 19Ga (c) Material Copper PIC
19. Number of poles to be located on Railroad Company's right of way None
20. Distance from butt of pole to nearest rail of main track NA feet.
21. Distance from butt of pole to nearest rail of sidetrack NA feet.
22. If additional wire line attachments or revisions are to be made to existing crossing, please advise date of agreement. NA
23. Correct name of applicant CWO-4 F. H. R. FALKSON, TELEPHONE OFFICER
24. Post Office Address Telephone Division, Base Maintenance Dept. MCB, CLNC 28542
25. Partnership — name and initials all partners, women — given and surnames before marriage and present _____
26. If incorporated, name of state in which incorporated _____
27. Will line exclusively serve patron of Railroad? No Name: _____
28. Will this line run parallel or approximately parallel to Railroad Company's tracks anywhere? Yes If so, give location and length of each parallelism if within 1/4 mile of our track and also give approximate separation from our signal and telephone wires. 1283 Ft. North of ACB 289 for 1940 on R. R. Right of Way & then on U. S. Government Property.
29. Will line be located in public road right of way? No If so, give name and road number _____

IF APPLICATION IS APPROVED, APPLICANT AGREES TO REIMBURSE THE RAILROAD FOR ANY COST INCURRED BY THE RAILROAD INCIDENT TO INSTALLATION, MAINTENANCE, AND/OR SUPERVISION NECESSITATED BY THIS INSTALLATION, AND FURTHER AGREES TO ASSUME ALL LIABILITY FOR ACCIDENTS OR INJURIES WHICH ARISE AS A RESULT OF THIS INSTALLATION.

10 November 1980

DATE

SIGNATURE AND TITLE OF OFFICER SIGNING APPLICATION

