

REVOCABLE PERMIT

WHEREAS, in order to provide telephone service for the Marine Barracks, New River, North Carolina, it will be necessary to authorize the Carolina Telephone and Telegraph Company, a corporation doing business in Tarboro, State of North Carolina, to use a portion of said Naval property to construct and maintain a pole line thereon, and

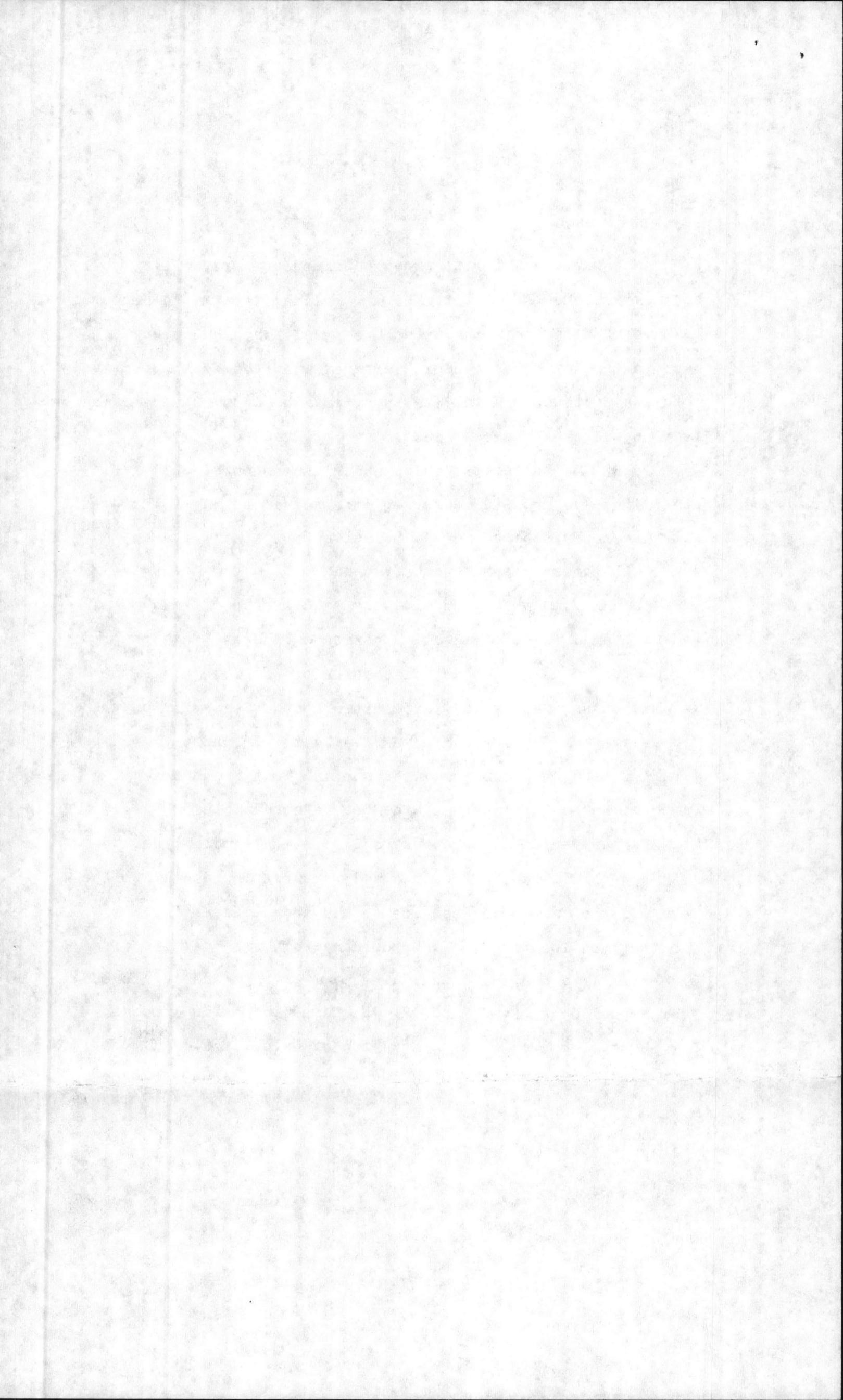
WHEREAS, the construction and maintenance of said facility will serve a useful purpose, and will in no way interfere with the activities of the U. S. Marine Corps, or with any other utilities on said property, and

WHEREAS, the construction and maintenance of said facility is deemed to be of mutual benefit to the parties hereto:

NOW, THEREFORE, in consideration of the foregoing, the United States of America, represented by the Secretary of the Navy, hereinafter referred to as the Permitter, hereby grants permission to the Carolina Telephone and Telegraph Company, Tarboro, North Carolina, hereinafter referred to as the Permittee, permission to construct and maintain a pole line, together with all necessary wires and fixtures incidental to the furnishing of telephone service to the aforesaid Marine Barracks at the location and in accordance with the details of a blueprint of a drawing dated July 15, 1941, and bearing legend, "Marine Barracks, New River, N. C., Bureau of Yards & Docks, Navy Dept. - Sketch Showing Location of Carolina T. & T. Cos. Proposed Pole Line," attached hereto, and made a part hereof.

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Enclosure (1)



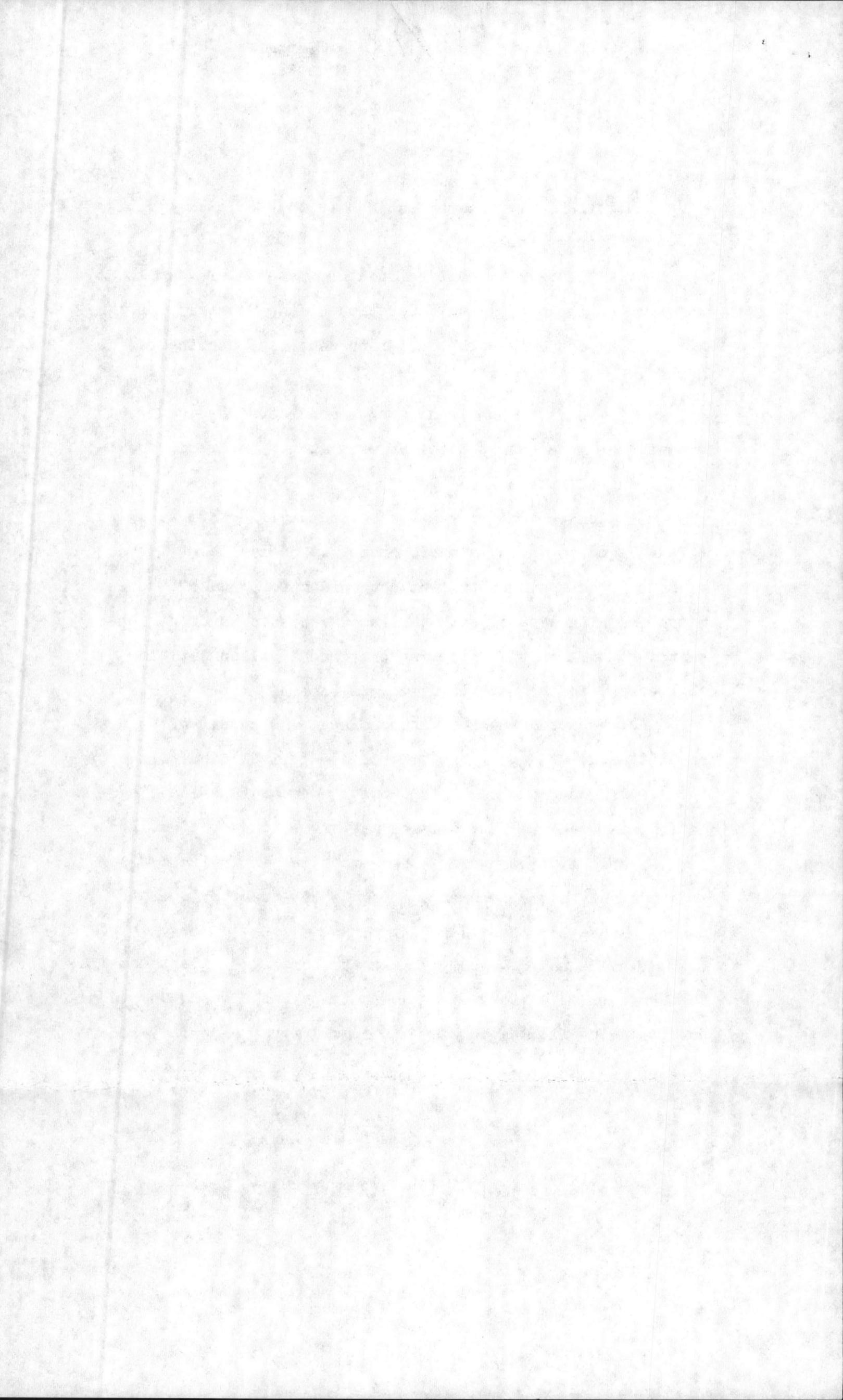
THIS PERMIT is granted subject to the following provisions and conditions:

1. This permit shall be indeterminate and revocable at any time at the option and discretion of the Secretary of the Navy, or by his duly authorized representative hereinafter designated.

2. The Permittee is not to be considered as acquiring hereunder any permanent interest of whatever nature in the land of the United States.

3. This permit is restricted and shall not be assigned or succeeded to in any manner, except by operation of law, without the consent in writing obtained beforehand of the Permitter, and in case of such assignment or succession so consented to, all of the foregoing provisions and conditions shall apply to such substituted Permittee.

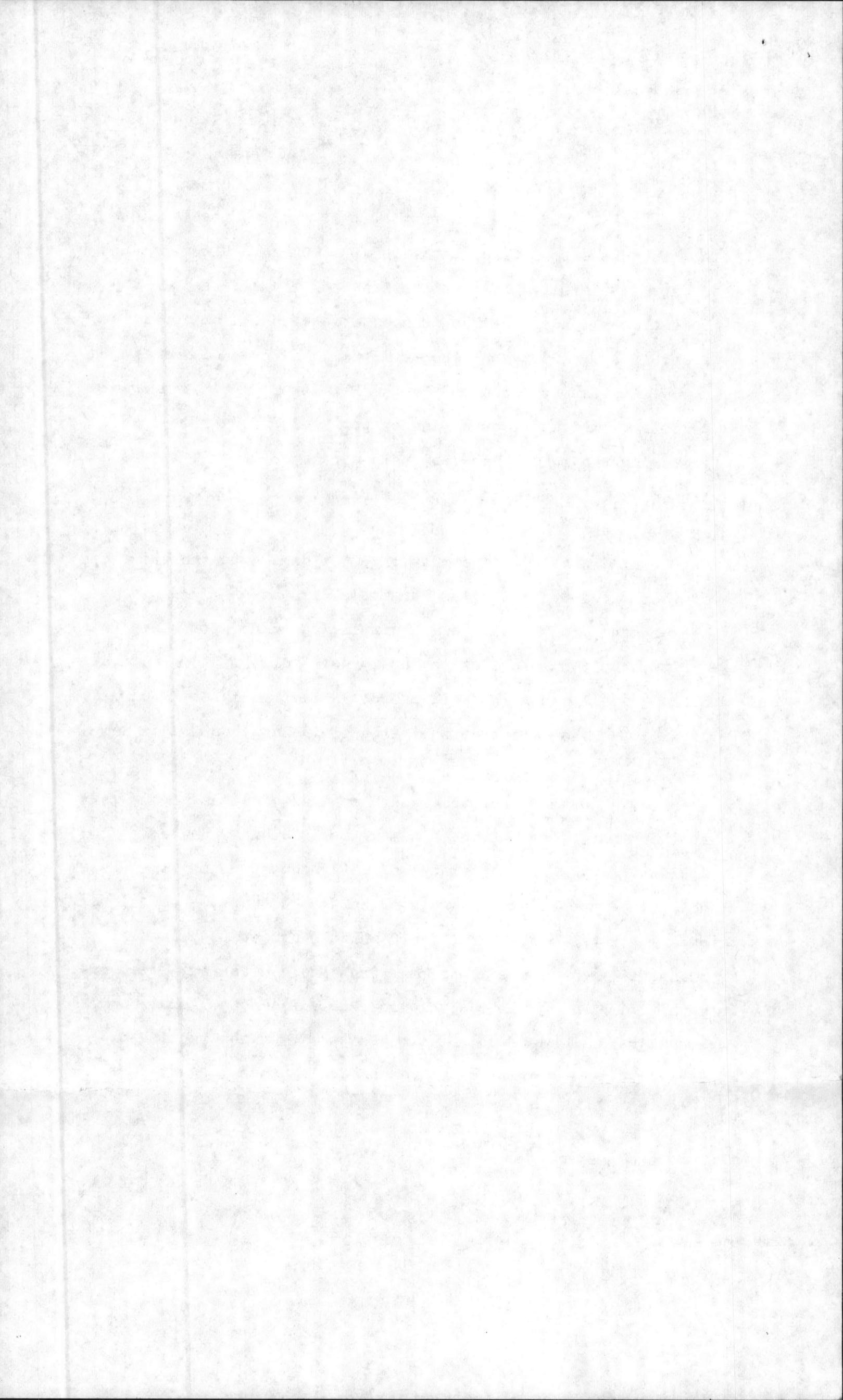
4. The construction, maintenance, and repair of said facility shall be under the control and jurisdiction of the Navy Department, and shall be subject to such rules and regulations as the Naval authorities may, from time to time, prescribe, and all personnel of the Permittee, including its contractors and others, who engage in the construction, maintenance, and repair of said facility, shall likewise be covered by such rules and regulations, and the Permittee undertakes that no work or operation of the facility shall be done without complying with such rules and regulations, and with all the laws of the State of North Carolina, and of the United States.



5. Upon the termination of this permit, the Permittee, at its sole expense, and within sixty (60) days after receipt of notice thereof, shall remove its facility and restore the Permitter's land as nearly as practicable to its original condition, if so requested by the Permitter. In case of failure to do so, any expense incurred by the Permitter, after termination of this permit in removing the property of the Permittee and restoring the land covered by this permit to its original condition, will be reimbursed to the Permitter by said Permittee upon demand.

6. In case of destruction of or damage to the property of the United States by the Permittee, its agents, employees, or servants, in the course of maintaining or repairing its facility, the Permittee, at the option of the Permitter and upon demand, shall cause the said property to be replaced, repaired, or will pay the Permitter the value of the destruction or damage.

7. In the event that death or injury occurs to any person, or loss, destruction or damage occurs to any property in connection with the construction, maintenance, or repair of a pole line, occasioned in whole or in part by acts or omissions of any persons whomsoever, the Permittee agrees to indemnify and save harmless the Government from and against any loss, expense, liability, claims or demands to which the Government may be subjected as a result of such death, loss, destruction or damage, except that if there is concurring negligence on the



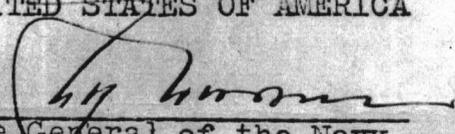
part of the officers, agents, or employees of the Government, the Permitter agrees to submit to the Congress of the United States a statement of the facts in regard thereto, and to make appropriate recommendations with respect to indemnifying and saving harmless the Permittee in whole or in part, as circumstances warrant.

8. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this permit, or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the permit be for the general benefit of such corporation or company.

9. In all matters in connection with this permit requiring the approval or the action of the Secretary of the Navy, the Commandant, Fifth Naval District, Naval Operating Base, Norfolk, Virginia, is hereby designated and empowered to act as his local representative.

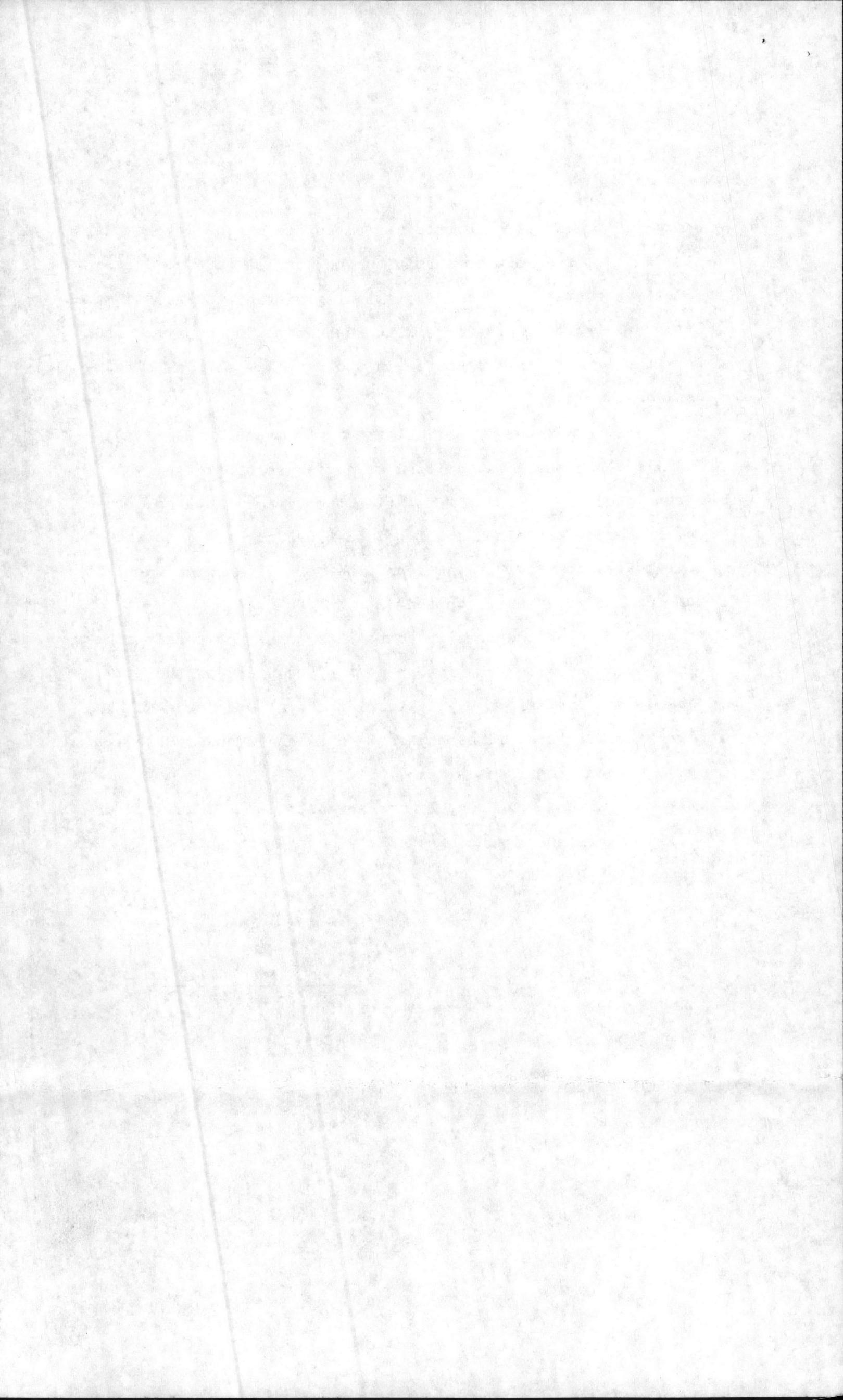
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Navy Department this 30th day of September, 1941.

UNITED STATES OF AMERICA

By 

Judge Advocate General of the Navy

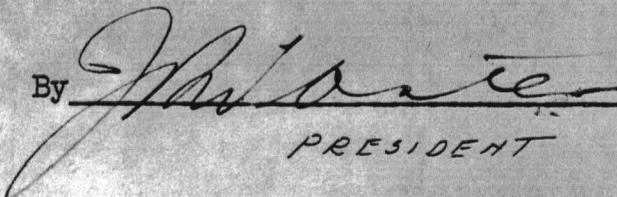
Acting Under the direction of the Secretary of the Navy.

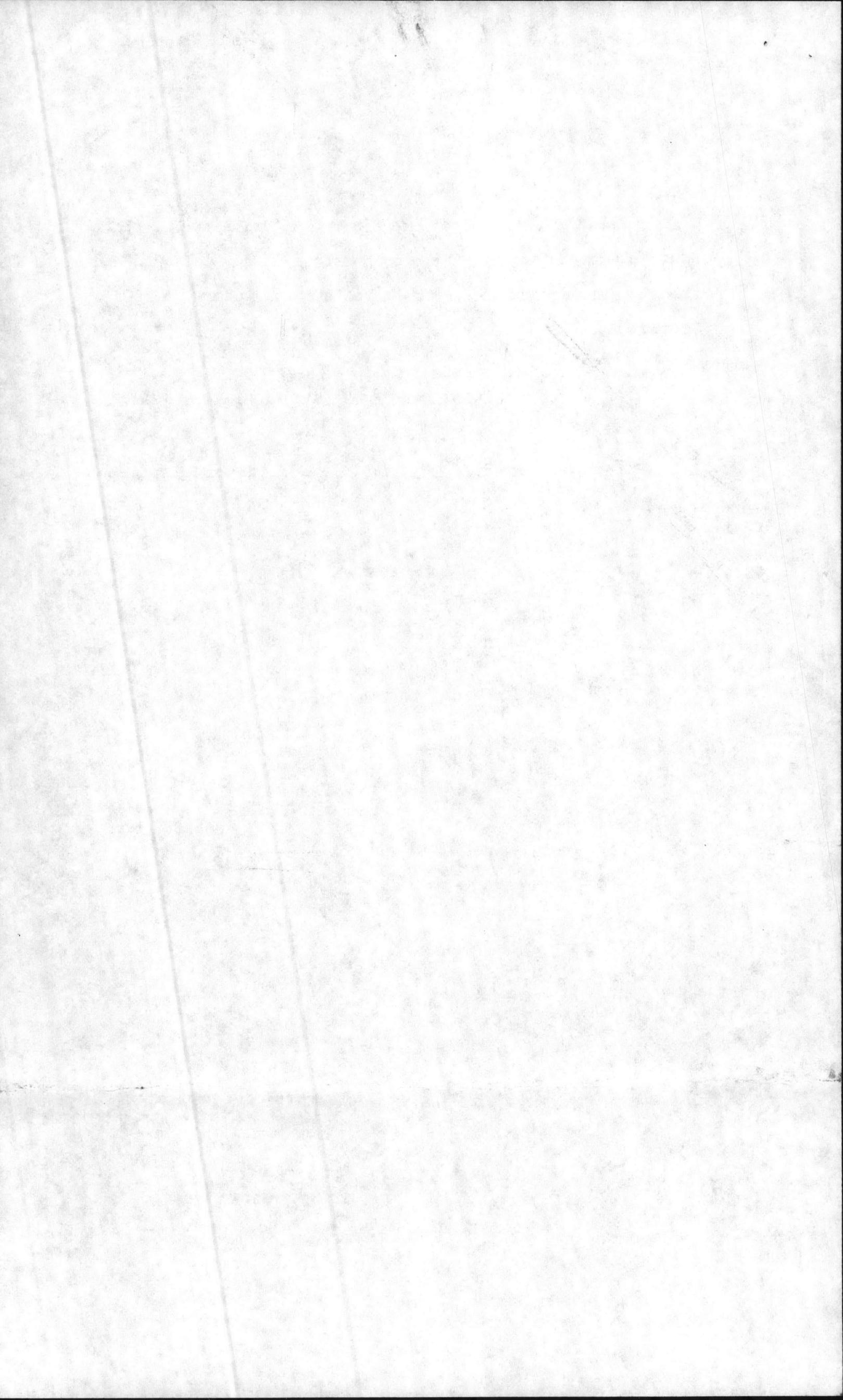


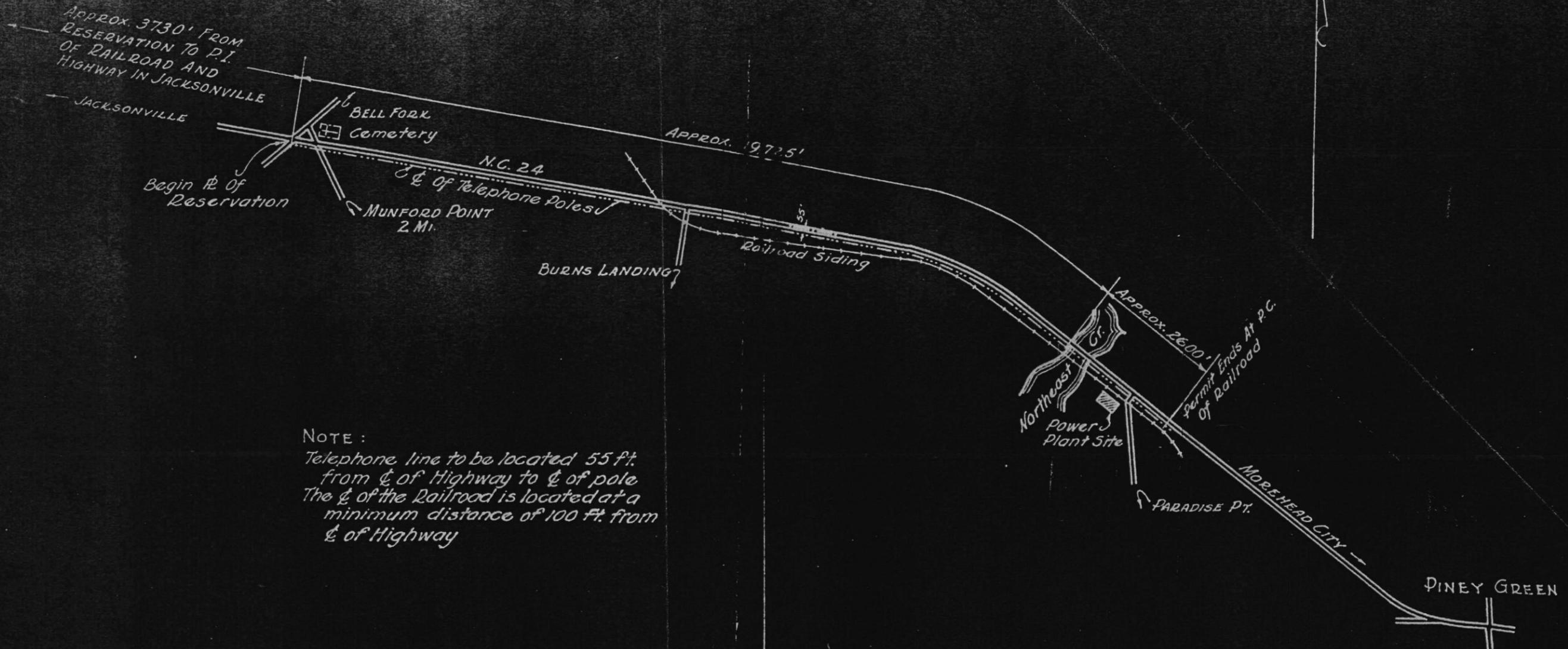
THIS PERMIT is also executed by the Carolina Telephone and Telegraph Company, Tarboro, North Carolina, in acknowledgment of the acceptance of the terms and conditions therein set forth.

CAROLINA TELEPHONE AND TELEGRAPH COMPANY

By


PRESIDENT





NOTE:
 Telephone line to be located 55 ft. from $\&$ of Highway to $\&$ of pole
 The $\&$ of the Railroad is located at a minimum distance of 100 ft. from $\&$ of Highway

MARINE BARRACKS - NEW RIVER, N. C.
 Bureau of Yards & Docks, Navy Dept.

SKETCH SHOWING LOCATION OF
 CAROLINA T. & T. COS.
 PROPOSED POLE LINE

NO Scale. July 15, 1941

NOB # 4617

