

THIS CONTRACT, Made this 11<sup>th</sup> day of July, 1960, by and between the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT, represented by the Contracting Officer executing this contract, and the CAROLINA TELEPHONE AND TELEGRAPH COMPANY, a corporation duly authorized to conduct business in the State of North Carolina with its principal office in the City of Tarboro, North Carolina, hereinafter called the TELEPHONE COMPANY:

W I T N E S S E T H :

WHEREAS, the GOVERNMENT is the owner of certain lands and improvements known as Tarawa Terrace Nos. I and II at the U. S. Marine Corps Base, Camp Lejeune, North Carolina; and

WHEREAS, the TELEPHONE COMPANY has certain telephone poles, wires, cables, guys, and related facilities located within the said lands which interfere with the GOVERNMENT's intended development and use of the said property; and

WHEREAS, the TELEPHONE COMPANY has valid property rights for its said facilities within the said lands of the GOVERNMENT, under agreements of lease with the GOVERNMENT, dated August 22, 1955; and

WHEREAS, the TELEPHONE COMPANY is agreeable to remove its said facilities in the manner hereinafter provided, and to modify and amend the aforesaid leases of rights of way accordingly, upon the agreement of the GOVERNMENT to pay unto the TELEPHONE COMPANY the actual cost of such removal, without profit or betterment and less the value of salvaged materials; and

WHEREAS, the parties are in agreement that the cost to the

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GOVERNMENT for such removal shall in no event exceed the sum of TWO THOUSAND THREE HUNDRED (\$2,300.00) DOLLARS.

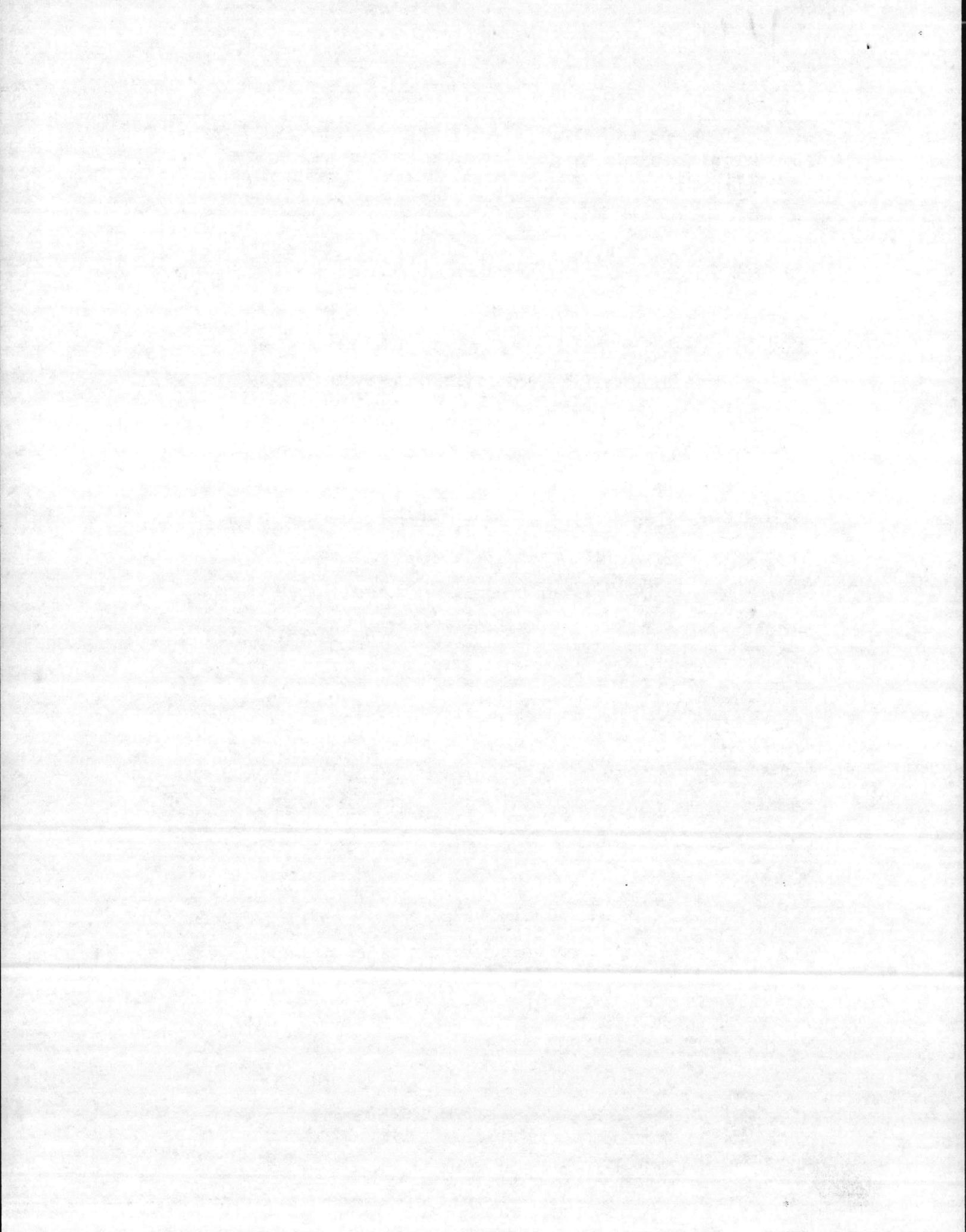
N O W   T H E R E F O R E

IN CONSIDERATION of the premises and the mutual covenants, as hereinafter set forth, the parties do hereby mutually understand and agree, one with the other as follows:

ARTICLE 1. Obligations of the TELEPHONE COMPANY

a. The TELEPHONE COMPANY will locate and will furnish all services, labor, materials and equipment, and perform all work necessary to the removal of its telephone communication facilities, including all poles, wires, cables, guys, and related or conflicting electric power line facilities lying within the property of the GOVERNMENT as aforesaid, and to relocate the same, all as shown on Carolina Telephone and Telegraph Company drawings identified by job number as K.C. Job 260N-2 and being entitled, "Jacksonville, N. C. Move Poles to Clear Proposed Driveway Widening Project in Tarawa Terrace #1 & 2," drawings 1 of 3 and 2 of 3, and "Jacksonville, N. C. Relocate Anchors & Guys to Clear Proposed Parking Areas in Tarawa Terrace No. 1 & 2," drawing 3 of 3, prints of which are attached hereto and made parts hereof as Exhibit "A", "B", and "C". Such relocation shall be without profit or betterment and in accordance with plans approved by the District Public Works Officer, Fifth Naval District.

b. Procure all necessary permits and licenses; obey and abide by all applicable laws, regulations, ordinances, and other rules of the United States of America, the State of North Carolina, or any other duly constituted public authority.



c. The TELEPHONE COMPANY will enter into an appropriate modification of its leases of rights of way with the GOVERNMENT to redefine such rights of way, within the aforesaid property, as affected by this contract.

ARTICLE 2. Obligation of the GOVERNMENT.

Upon completion of the work hereunder and final approval by the GOVERNMENT, the GOVERNMENT shall pay to the TELEPHONE COMPANY, upon receipt of a duly certified invoice submitted in triplicate to the District Public Works Office, Fifth Naval District, the actual cost of removing and relocating the aforesaid telephone communication facilities, less the value of salvaged materials, which said cost shall in no event exceed TWO THOUSAND THREE HUNDRED (\$2,300.00) DOLLARS.

ARTICLE 3. Inspection and Acceptance.

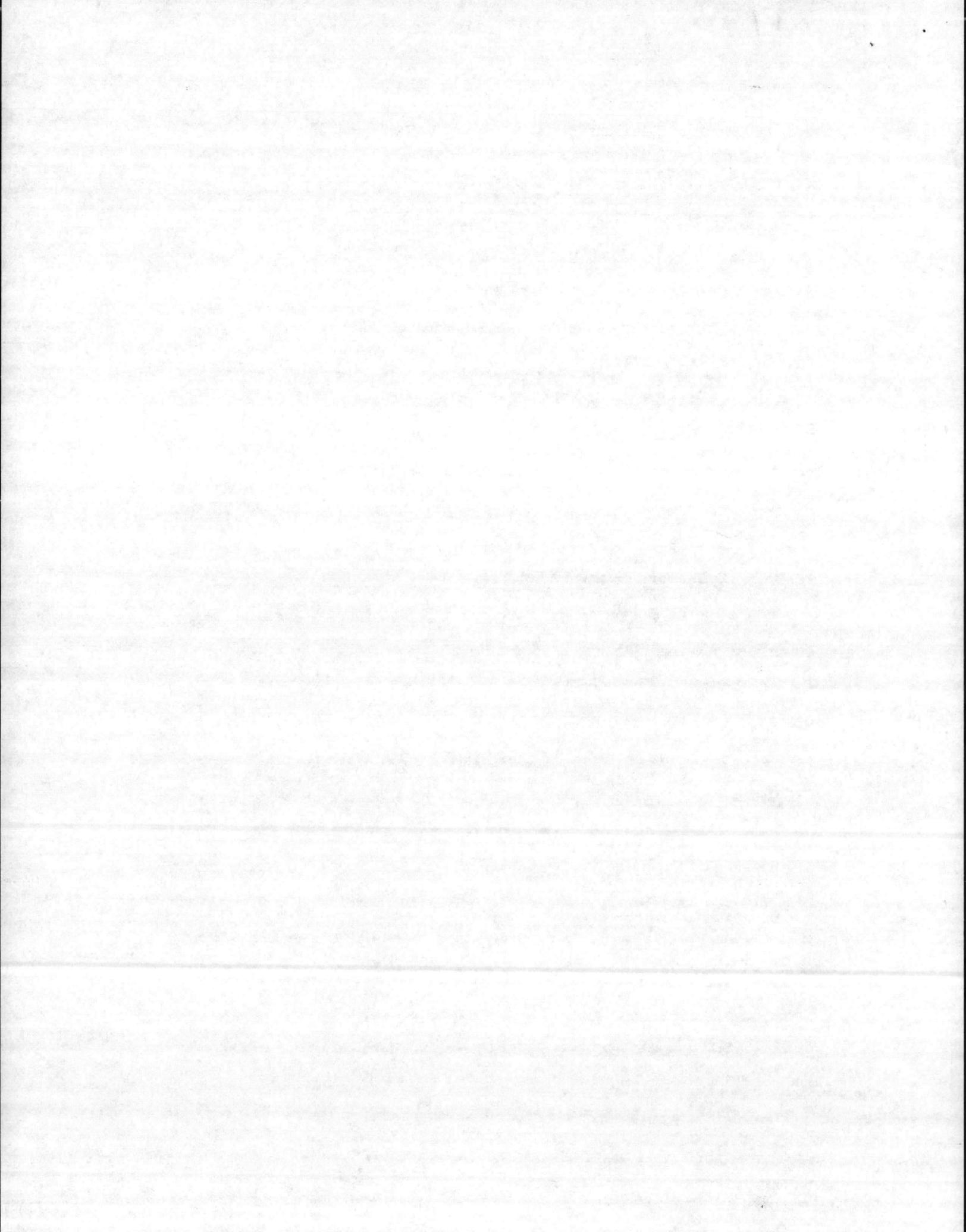
The GOVERNMENT shall have the right to inspect the work to be performed hereunder at any time during its progress and to make final inspection upon completion thereof. Failure of the GOVERNMENT to object within twenty (20) days after final inspection shall indicate satisfactory performance of the contract by the TELEPHONE COMPANY.

ARTICLE 4. Completion.

The TELEPHONE COMPANY upon five (5) days' written notice from the GOVERNMENT so to do will promptly commence the work hereunder and will complete the same as expeditiously as possible, provided, however, that it shall not be liable for delays due to the Act of God, or the public enemy or other causes over which it has no control.

ARTICLE 5. Disputes.

Except as otherwise provided in this contract, any dispute



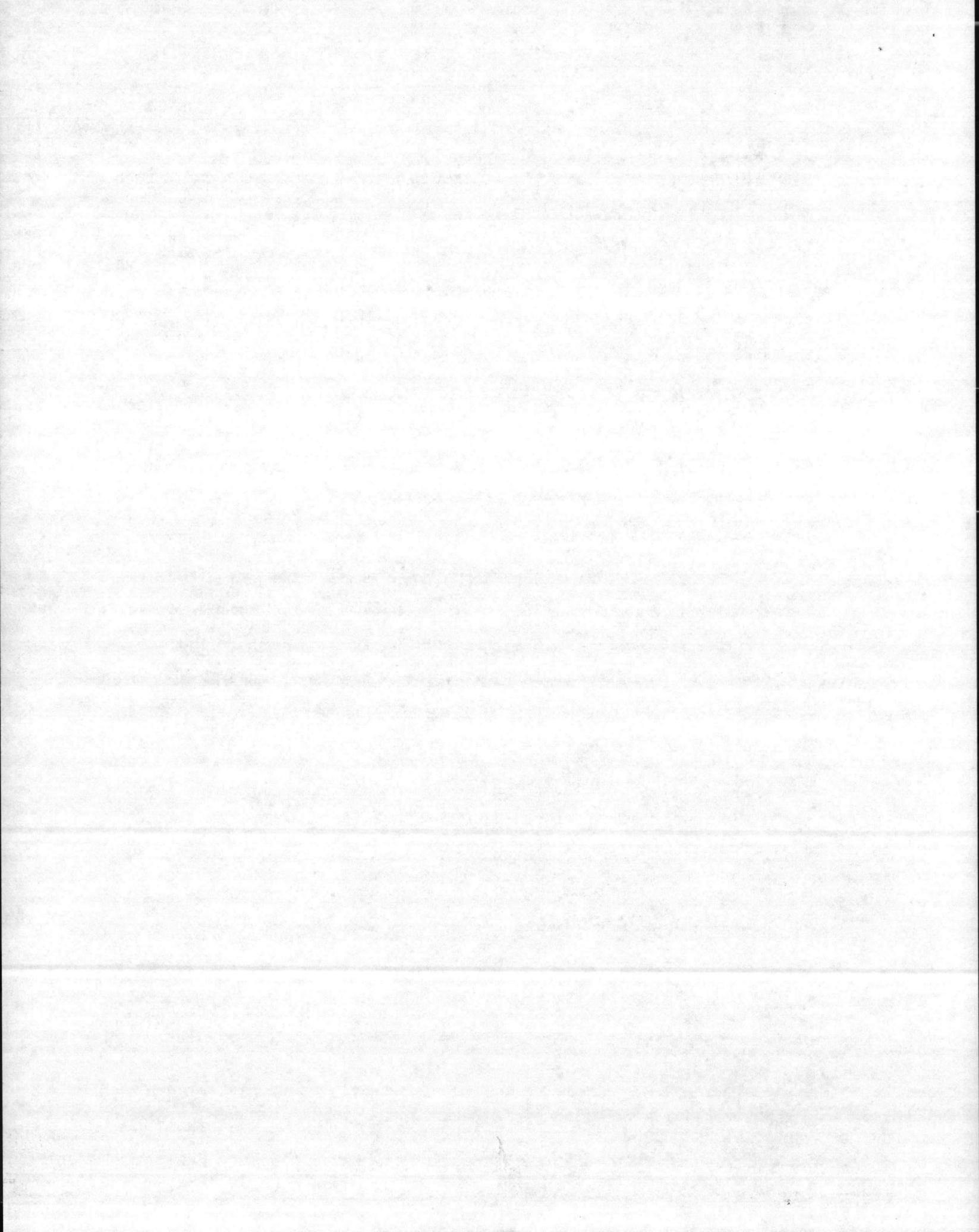
concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the TELEPHONE COMPANY. Within thirty (30) days from the date of receipt of such copy, the TELEPHONE COMPANY may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the Secretary of the Navy, and the decision of the Secretary of the Navy or his duly authorized representative for the hearing of such appeals shall, unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence, be final and conclusive; provided that, if no such appeal is taken, the decision of the Contracting Officer shall be final and conclusive. In connection with any appeal proceeding under this clause, the TELEPHONE COMPANY shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the TELEPHONE COMPANY shall proceed diligently with the performance of this contract and in accordance with the Contracting Officer's decision.

ARTICLE 6. Officials not to Benefit.

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 7. Assignment of Claims.

No claim under this contract shall be assigned. This contract



is made solely for the benefit of the parties hereto and shall not enure to the benefit of any third party.

ARTICLE 8. Covenant against Contingent Fees.

The TELEPHONE COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the TELEPHONE COMPANY for the purpose of securing business. For breach or violation of this warranty, the GOVERNMENT shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee. *In witness whereof, the parties hereto have executed this*

ARTICLE 9. Gratuities. *not part of this contract.*

a. The GOVERNMENT may, by written notice to the TELEPHONE COMPANY, terminate the right of the TELEPHONE COMPANY to proceed under this contract if it is found, after notice and hearing, by the Secretary of the Navy or his duly authorized representative, that gratuities (in form of entertainment, gifts, or otherwise) were offered or given by the TELEPHONE COMPANY, or any agent or representative of the TELEPHONE COMPANY, to any officer or employee of the GOVERNMENT with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract; provided, that the existence of the facts upon which the Secretary of the Navy or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.



b. In the event this contract is terminated as provided in paragraph "a" hereof, the GOVERNMENT shall be entitled (1) to pursue the same remedies against the TELEPHONE COMPANY as it could pursue in the event of a breach of the contract by the TELEPHONE COMPANY, and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Navy or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the TELEPHONE COMPANY in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the GOVERNMENT provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

UNITED STATES OF AMERICA

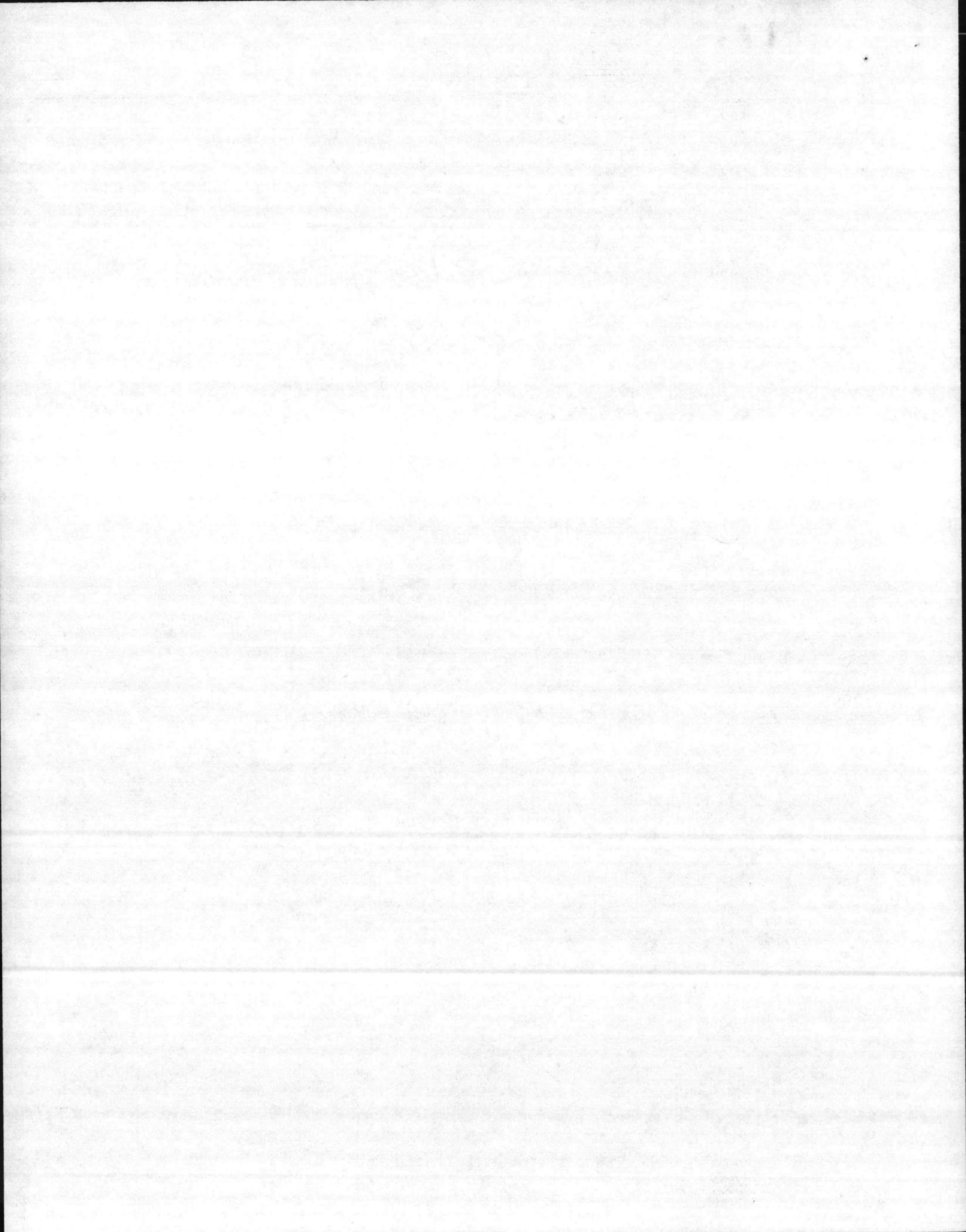
*AK*  
By *[Signature]*  
S. K. WILSON Contracting Officer  
CAPT, CEC, USN  
ACTING DISTRICT PUBLIC WORKS OFFICER  
CAROLINA TELEPHONE AND TELEGRAPH COMPANY

By *[Signature]* *AK*  
Title: Vice President and Chief Engineer *AK*

ATTEST:

*[Signature]*  
Secretary

( S E A L )



I, James R. Fowler, certify that I am the Secretary of the corporation named as TELEPHONE COMPANY herein; that C. R. Jones, who signed this contract on behalf of the TELEPHONE COMPANY was then Vice President and Chief Engineer of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

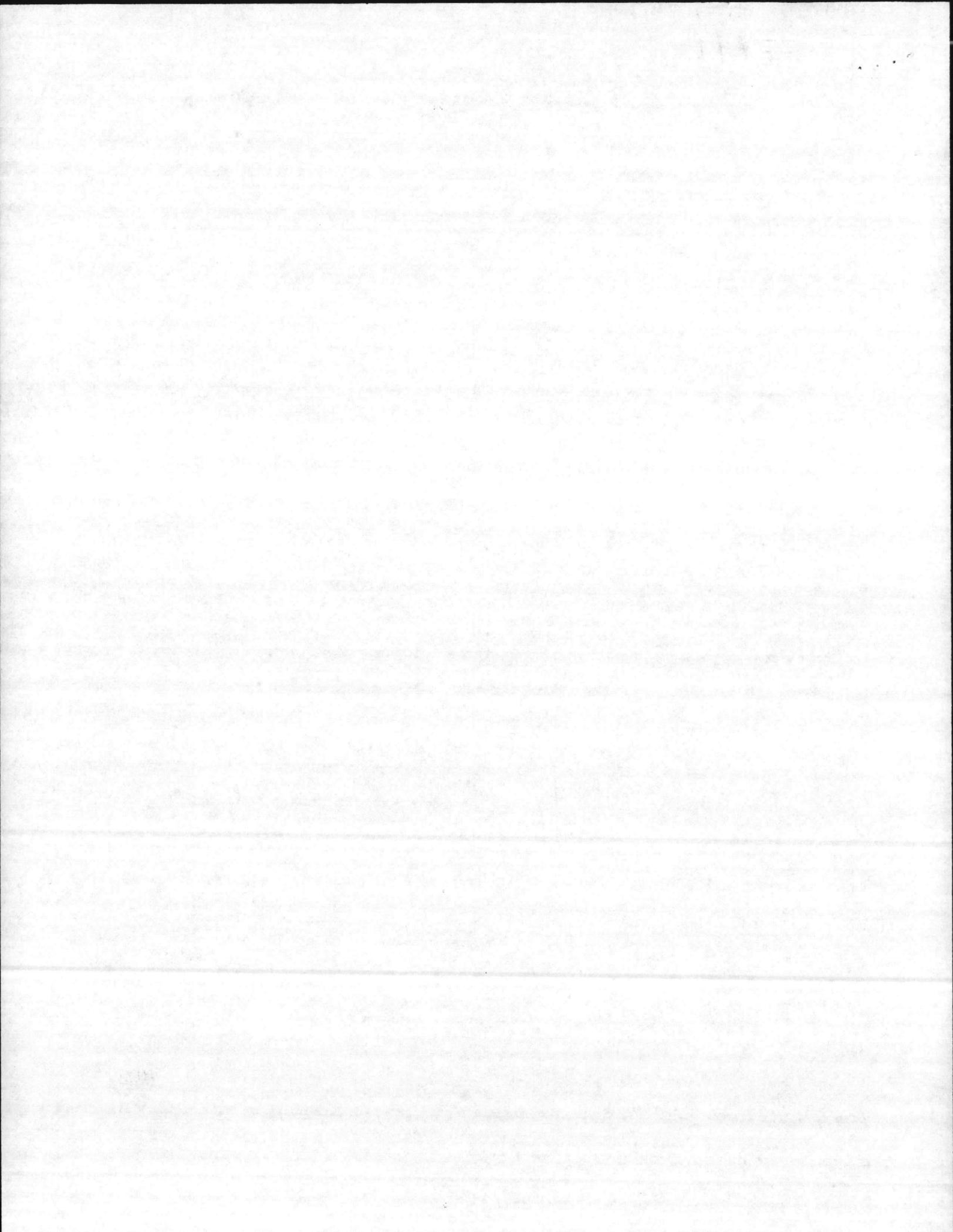
IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of said corporation this 6th day of July, 1960.

(SEAL)

James R. Fowler

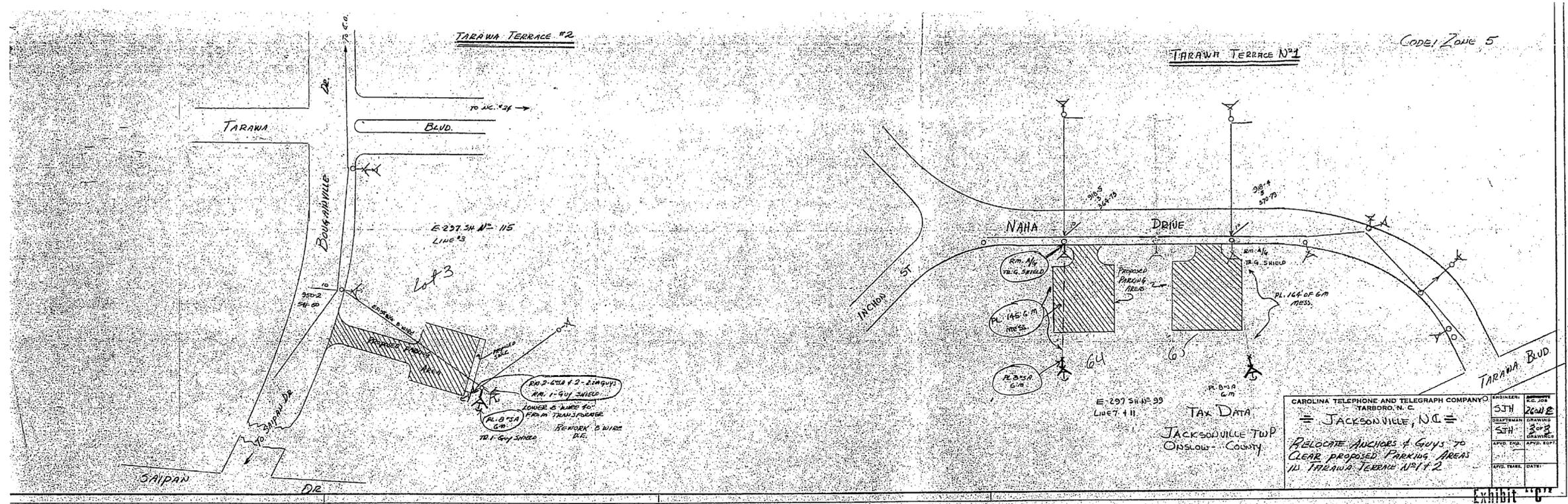
Payment will be made by Navy Regional Accounts Office  
Naval Supply Center  
Norfolk, Virginia

Chargeable to: Appropriation 17-97X4297.2570  
Allotment 62470/25063  
Expenditure Account 48225









CAROLINA TELEPHONE AND TELEGRAPH COMPANY		ENGINEER	EE JOE
TARBORO, N. C.		DRAWING	2004
= JACKSONVILLE, N.C. =		DATE	3-20-03
RELOCATE ANCHORS & GUYS TO CLEAR PROPOSED PARKING AREAS IN TARAWA TERRACE #2		DATE	

Exhibit 101

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