

All correspondence pertaining to this document shall include a reference to N62470-87-RP-00072

UTILITY POLE AGREEMENT

THIS AGREEMENT, effective the 27th day of December 1986, by and between the UNITED STATES OF AMERICA (hereinafter called the "GOVERNMENT"), and the CAROLINA TELEPHONE AND TELEGRAPH COMPANY, a corporation duly organized and existing under the laws of the State of North Carolina, (hereinafter called the "COMPANY").

W I T N E S S E T H:

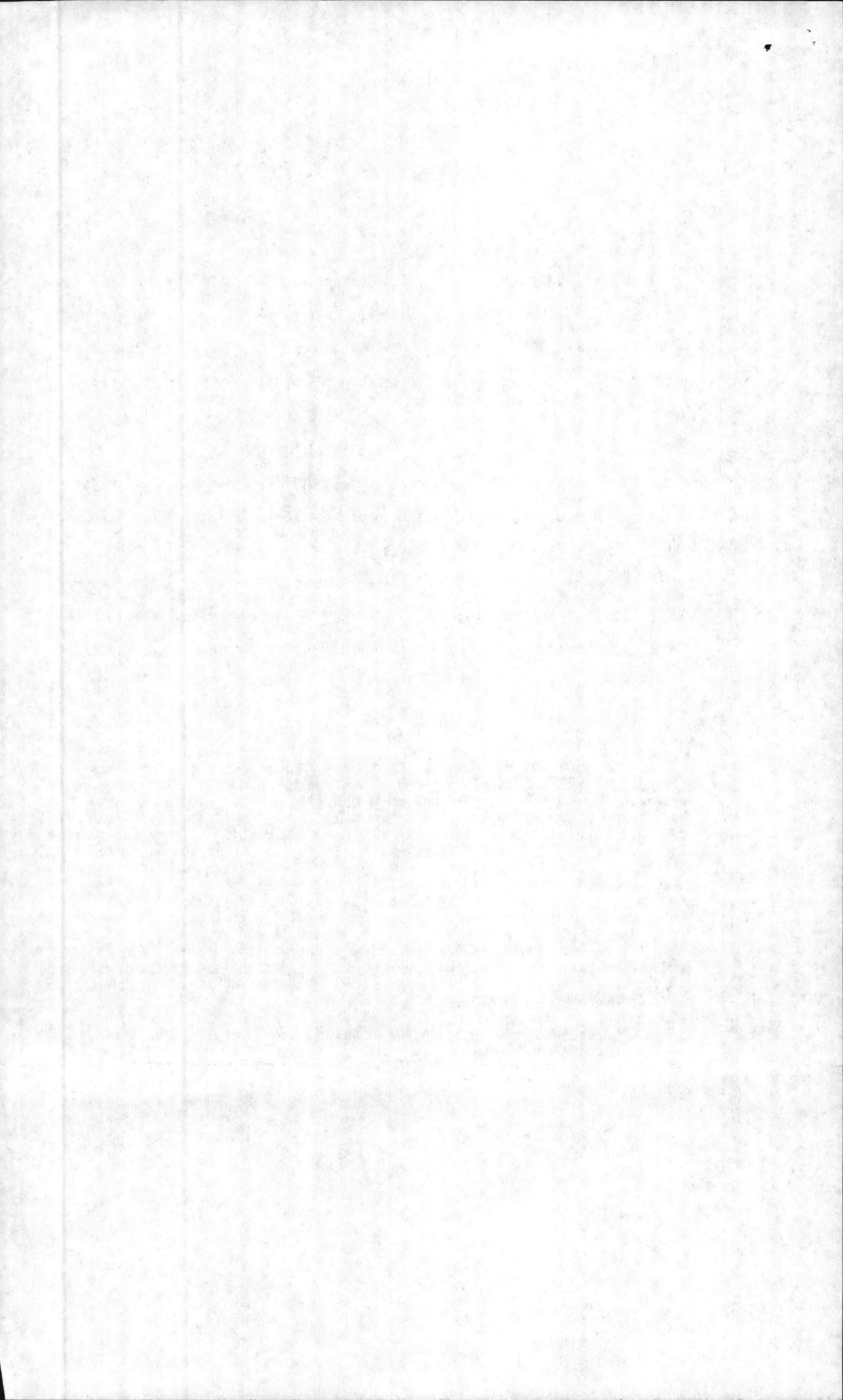
WHEREAS, the GOVERNMENT now owns certain utility poles and structures located at the United States Marine Corps Base, Camp Lejeune, North Carolina (hereinafter called the "STATION"); and

WHEREAS, the COMPANY desires to use certain of said poles and structures and portions of the STATION, and the GOVERNMENT has determined that it will be in the public interest to authorize such use upon the terms and conditions hereinafter set forth;

THEREFORE, IT IS AGREED AS FOLLOWS:

1. AUTHORIZED USE. The COMPANY may, for a period of five years from the date hereof, unless sooner terminated, use those GOVERNMENT-owned utility poles and structures and portions of the STATION located within the area delineated by the green and red lines identified by the legend symbols 3 and 4 on pages 1 and 2 of Sketches SK-RE-209-69, and SK-RE-210-69, entitled "Marine Corps Base, Camp Lejeune, North Carolina, Telephone Cables and Facilities Serving Unofficial Subscribers", and those GOVERNMENT-owned utility poles and structures and portions of the STATION located within the area delineated by yellow lines on Drawing No. 2012, entitled "Telephone Division, Base Maintenance, Camp Lejeune, North Carolina, MCAS(H) Aerial Cable Layout and Pole Placement" attached hereto and made a part hereof as Exhibits "A", "B" and "C", respectively, for the attachment, placement, erection, maintenance and use of telephone lines and appurtenances thereto necessary to provide such service. The total number of GOVERNMENT-owned poles to be used by the Company is ONE THOUSAND AND THIRTY (1,030) as follows:

Marine Corps Air Station (Helicopter), New River	207 poles
Midway Park	206 poles
Berkley Manor	327 poles
Paradise Point	290 poles



3. USE CHARGES. The COMPANY shall pay the GOVERNMENT for the use authorized herein five dollars and fourteen cents (\$5.14) per pole per year, payable quarterly in advance at the rate of \$1,323.55 per quarter during which this Agreement shall remain in force by check drawn to the order of the Atlantic Division, Naval Facilities Engineering Command. In the event of termination of any use authorized herein in whole or in part the charges relating thereto shall be prorated. Notwithstanding any other provision of this Agreement, unless paid within 30 days, all amounts that become payable by the COMPANY to the GOVERNMENT under this Agreement (net of any applicable tax credit under the Internal Revenue Code) shall bear interest from the date due until paid, and shall be subject to adjustments as provided by Federal Acquisition Regulation (FAR Sub-Part 32.6, Contract Debts) as in effect on the date of this Agreement. The interest rate per annum shall be the interest rate in effect which has been established by the Secretary of the Treasury pursuant to Public Law 92-41; 85 STAT 97 for the Renegotiation Board, as of the date the amount becomes due as herein provided. Amounts shall be due upon the earliest one of (1) the date fixed pursuant to this Agreement, (2) the date of the first demand for payment, (3) the date of the supplemental agreement fixing the amount, or (4) if this Agreement provides for revision of prices, the date of written notice to the COMPANY stating the amount of refund payable in connection with a pricing proposal or in connection with a negotiated pricing agreement not confirmed by contract supplement.

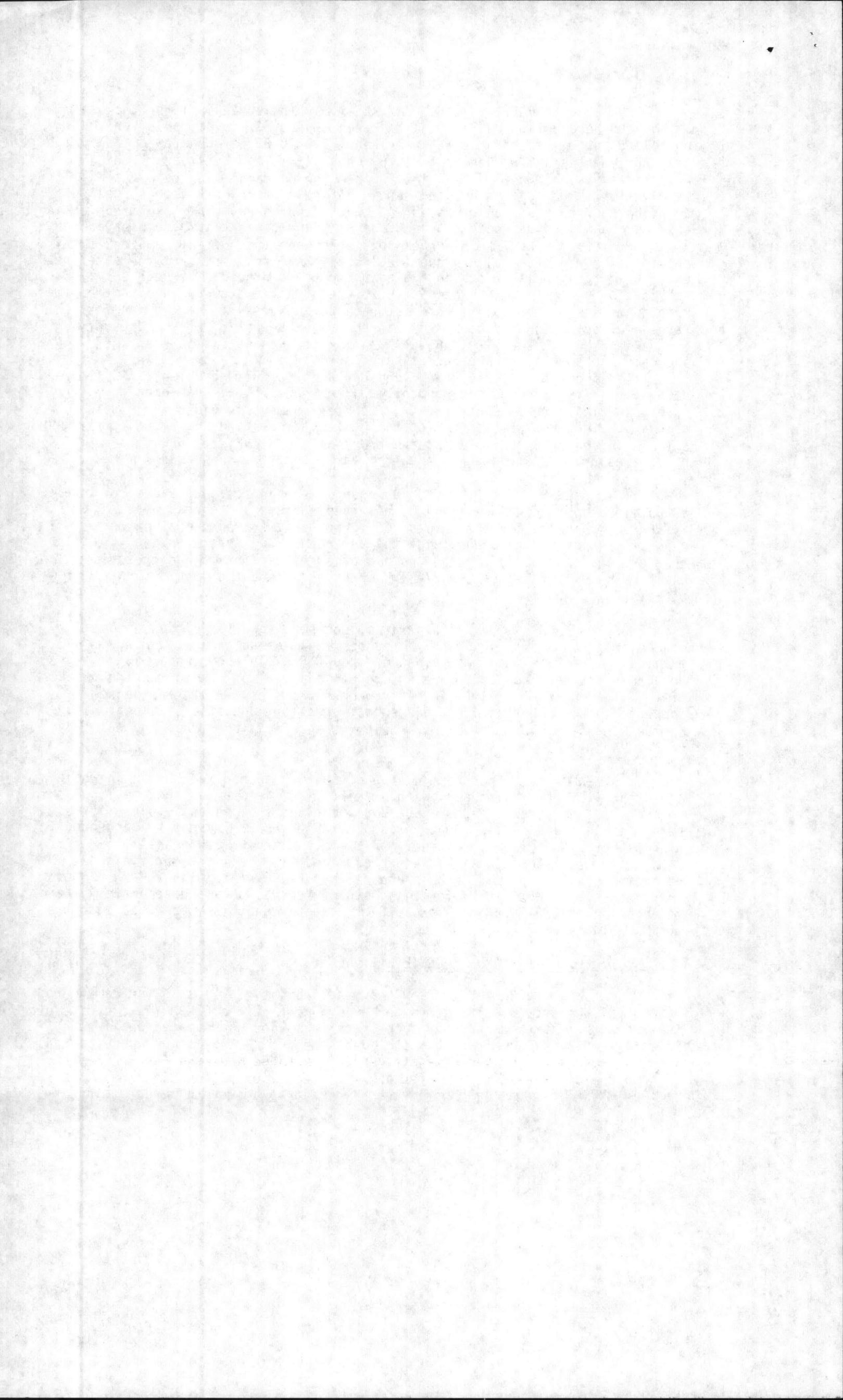
4. ACCESS. The COMPANY, its agents, servants, contractors, or other authorized representatives shall be afforded ingress and egress over GOVERNMENT property for the purpose of performing work or operations or otherwise enjoying the benefits of the use authorized herein, subject, however, to such rules, regulations and orders as are or may be prescribed by the Commanding Officer of the STATION or other duly authorized GOVERNMENT official.

5. ATTACHMENTS. All apparatus, equipment and facilities attached, placed or erected by the COMPANY hereunder shall be so attached, placed or erected and operated and maintained by the COMPANY in accordance with its regular practices, subject, however, to the approval of the Commanding Officer of the STATION or his duly authorized representatives. All the expenses connected with the attachment, placement, erection, operation or maintenance by the COMPANY of such apparatus, equipment and facilities shall be borne by the COMPANY.

6. REMOVAL. Upon termination of the use authorized herein in whole or in part, the COMPANY shall, within thirty (30) days after such termination, remove all COMPANY-owned apparatus, equipment and facilities involved in such terminated use and shall promptly restore any GOVERNMENT property connected therewith to its former condition. In the event the COMPANY shall fail to remove all its materials within the prescribed time, all the materials remaining shall be deemed to be abandoned by the COMPANY. The COMPANY agrees to reimburse the GOVERNMENT for all costs of removal of abandoned material and restoration of the GOVERNMENT property to a good condition, acceptable to the GOVERNMENT.

7. LIABILITY AND INDEMNIFICATION.

a. The COMPANY hereby assumes liability for loss of or damage to GOVERNMENT property resulting from or arising out of the COMPANY's exercise of the use authorized herein. Any such property so lost or damaged shall be promptly replaced, repaired or restored by the COMPANY to as good condition as it was before such loss or damage occurred, provided that the COMPANY may at its own option in lieu of such replacement, repair or restoration, reimburse the GOVERNMENT for the cost of any such work in an amount to be determined by



injury to all persons, or loss of or damage to the property of all persons resulting from or arising out of the use authorized herein.

8. NONASSIGNABILITY. Neither this Agreement nor the use authorized herein shall be assignable or transferable in whole or in part by the COMPANY.

9. OFFICIALS NOT TO BENEFIT. 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 but this provision shall not be construed to extend to the Agreement if made with a corporation for its general benefit.

10. COVENANT AGAINST CONTINGENT FEES. The COMPANY warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees from bona fide established commercial agencies maintained by the COMPANY for the purpose of securing business. For breach or violation of this warranty, the GOVERNMENT shall have the right to cancel this Agreement without liability or in its discretion to require COMPANY to pay, in addition to the use charges or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

11. LABOR PROVISION. In connection with the performance of work under this Agreement, the COMPANY agrees as follows:

a. The provisions of paragraph 11.b. do not apply if this Agreement is for \$10,000 or less, unless the COMPANY has GOVERNMENT contracts or subcontracts in any 12-month period, which, in the aggregate exceed or reasonably can be expected to exceed \$10,000.

b. During performing of this contract, the Contractor agrees as follows:

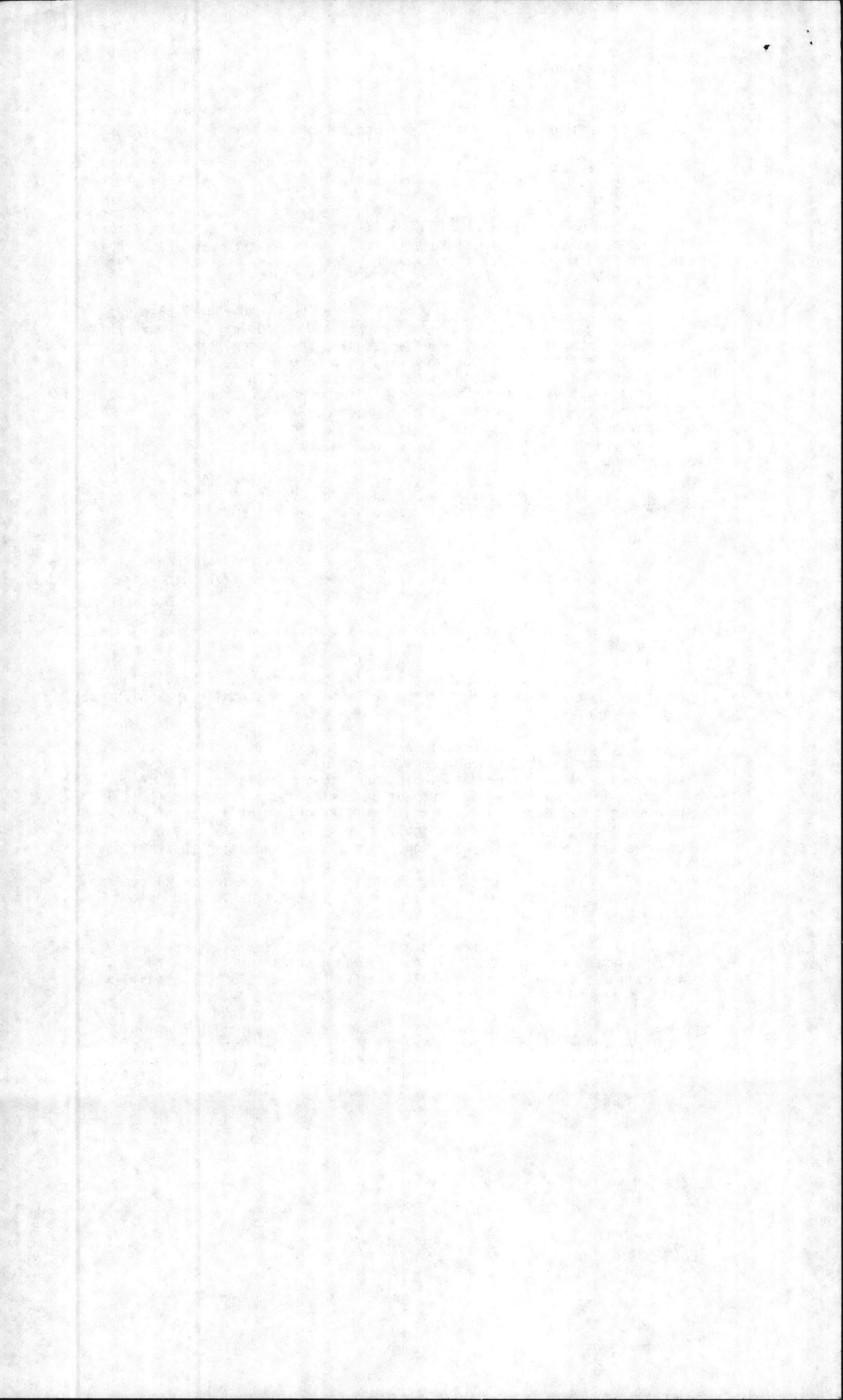
(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(2) The Contractor shall take an affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to (i) employment (ii) upgrading (iii) demotion (iv) transfer (v) recruitment or recruitment advertising (vi) layoff or termination (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisement for employees placed by and on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in



(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

(8) The Contractor shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further GOVERNMENT contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is nonexempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

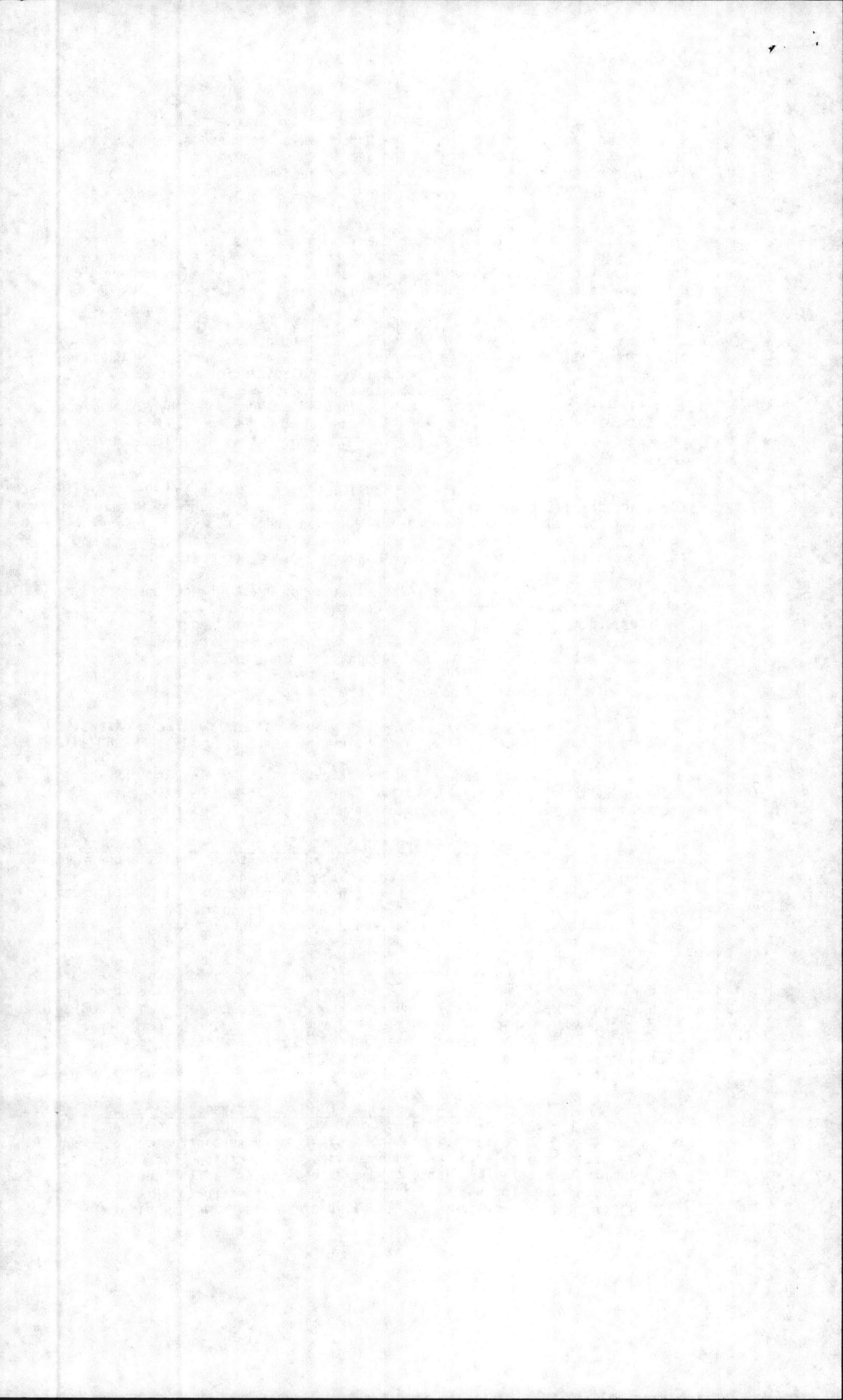
c. Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

d. Convict Labor. In connection with the performance of work required by this Agreement, the COMPANY agrees not to employ any person undergoing a sentence of imprisonment at hard labor.

e. Contract Work Hours and Safety Standards Act (40 U.S.C. Code 327-333 (1983 August)). This Agreement, to the extent that it is a contract of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333 (1983 August)) and is not covered by the Walsh-Healy Public Contracts Act (41 U.S.C. 35-43), is subject to the following provisions and exceptions of said Contract Work Hours and Safety Standards Act and to all other provisions and exceptions of said law.

(1) Overtime requirements. No Contractor or subcontractor for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborers or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated



damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions of paragraph (1) of this clause, in the sum of \$10 for each calendar day in which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the provisions set forth in paragraph (1) of this clause."

IN WITNESS WHEREOF, the GOVERNMENT and the COMPANY have caused this Agreement to be executed as of this 22nd day of April, 1987.

UNITED STATES OF AMERICA

By Francis M. Hoover
By direction of the Commander,
Atlantic Division, Naval Facilities
Engineering Command, Norfolk,
Virginia 23511-6287

CAROLINA TELEPHONE AND TELEGRAPH CO.

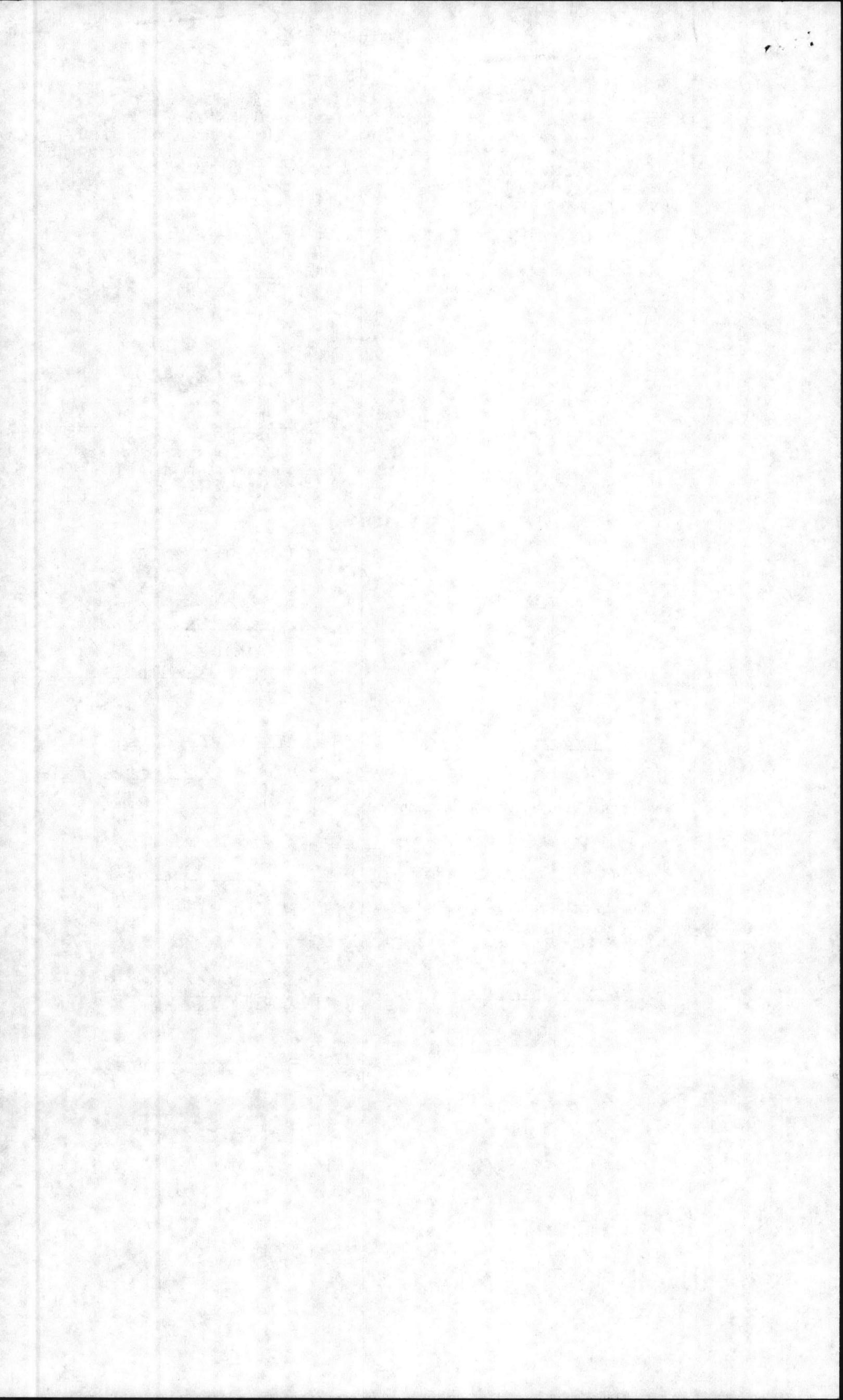
By Michael A. McCarthy RC2
46
22A
Title Vice President WAG

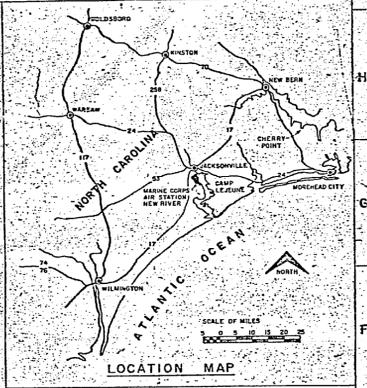
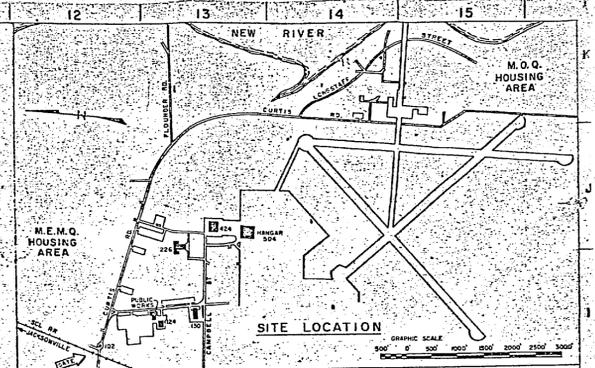
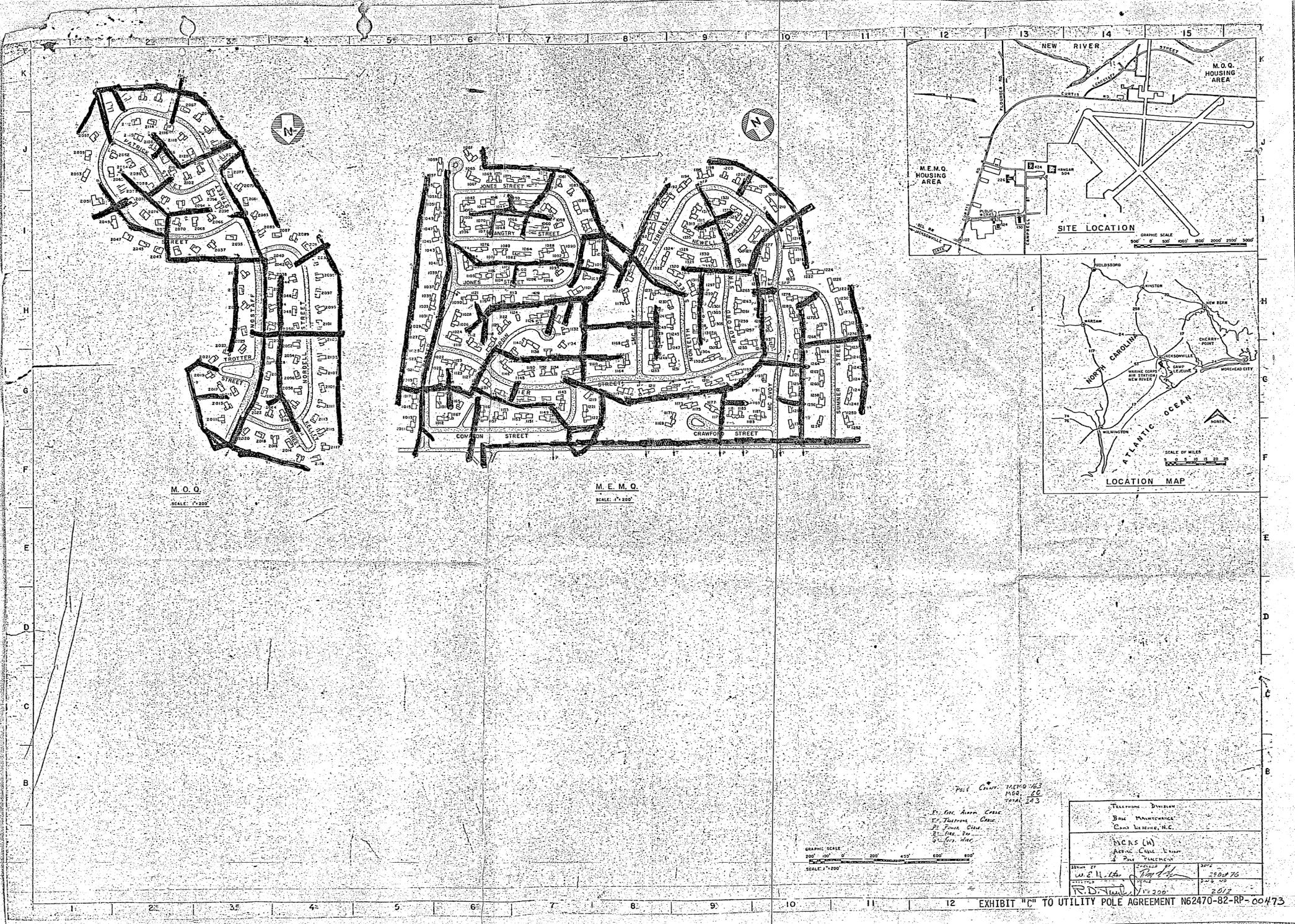
I, Dwight W. Allen, the Secretary ^{MC 4.9.87} of the Carolina Telephone and Telegraph Company, certify that Michael A. McCarthy who signed said attached Agreement on behalf of the Carolina Telephone and Telegraph Company, was at the time Vice President thereof: said Agreement was duly signed by him with the authority of said organization's governing body and is within the scope of its powers.

4-13-87
DATE

Dwight W. Allen
SIGNATURE Secretary

(CORPORATE SEAL)





M.O.O.
SCALE: 1" = 200'

M.E.M.O.
SCALE: 1" = 200'

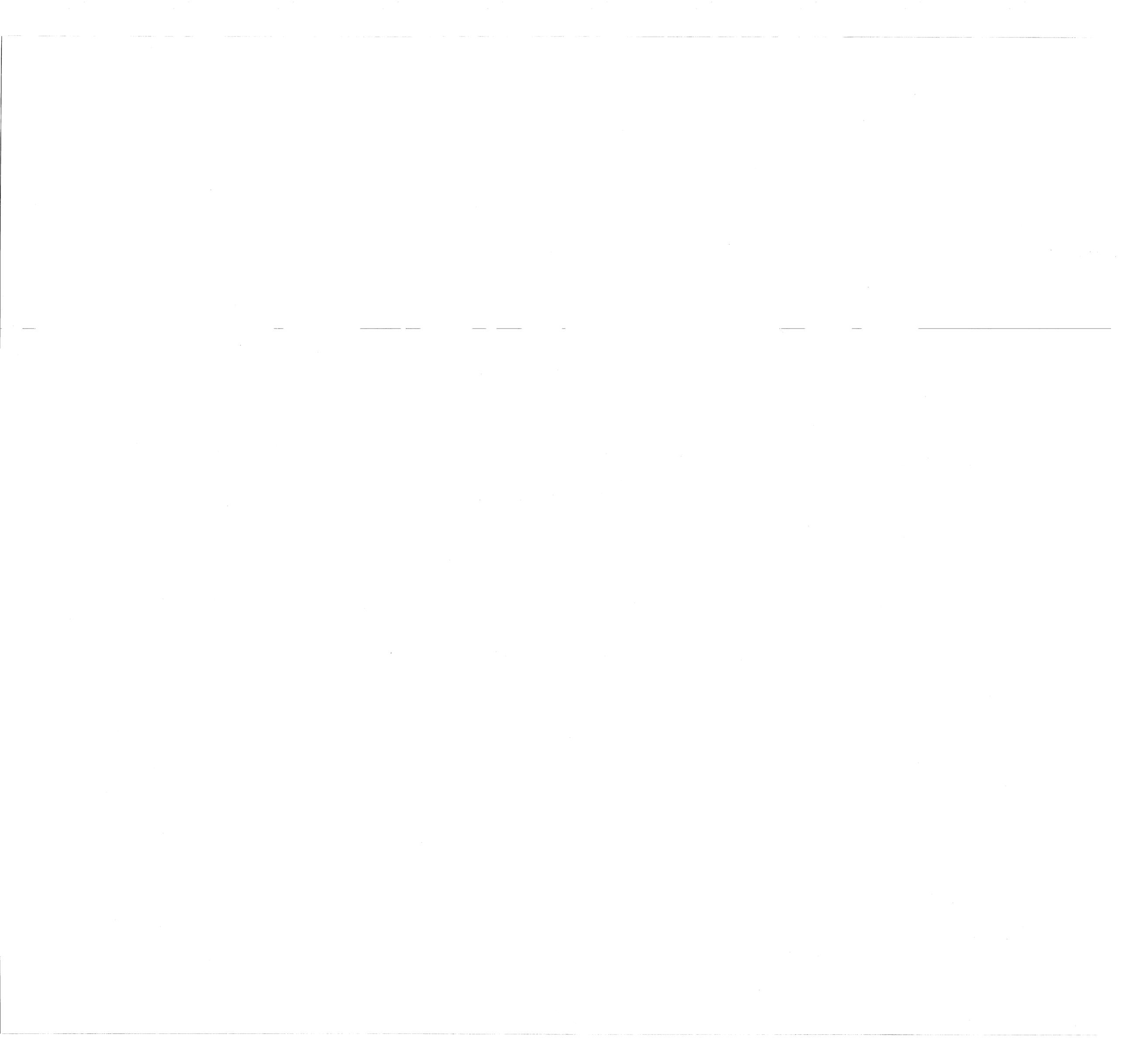


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1/27/62

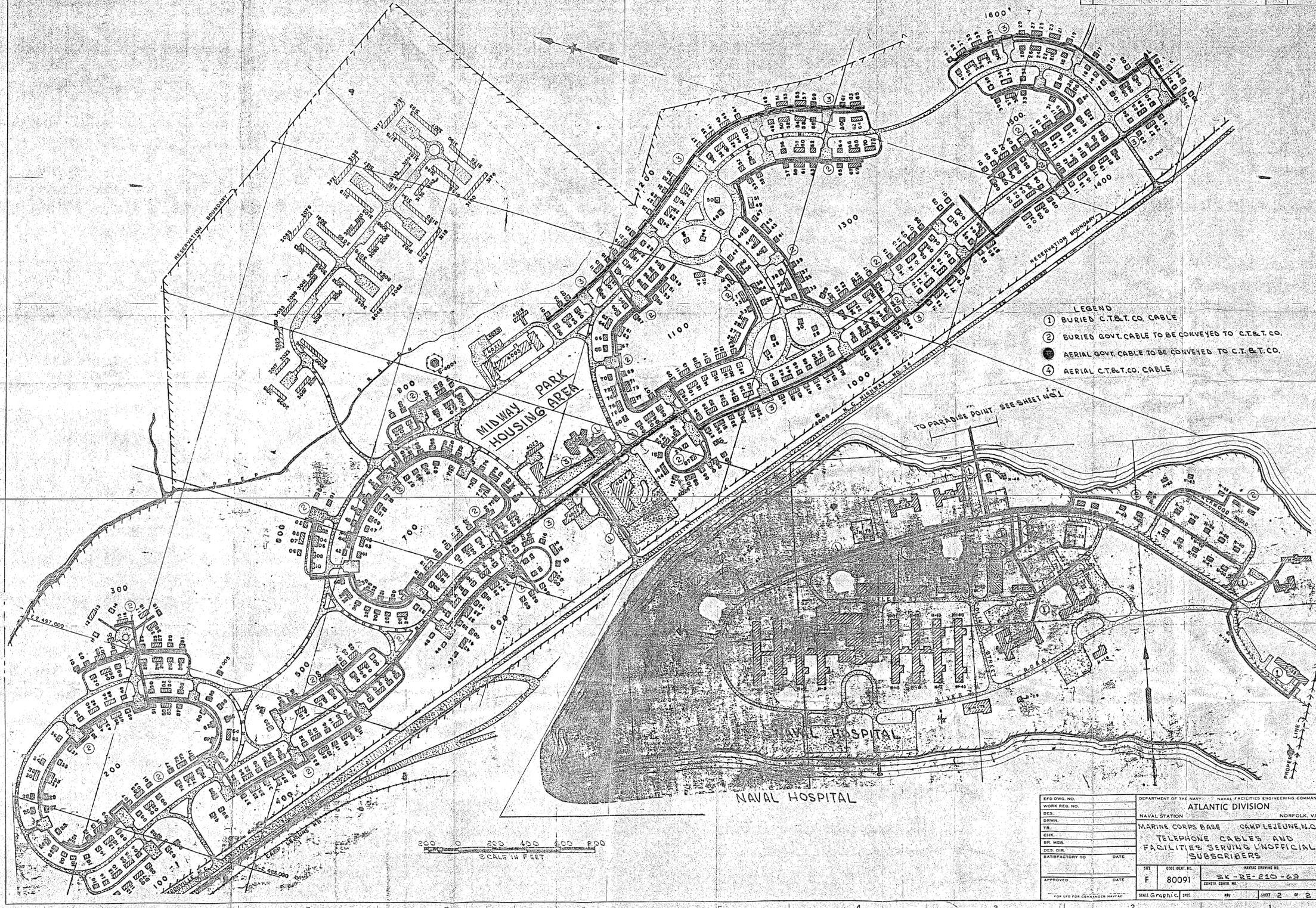
By: [Signature]
Title: [Title]

Telephone - Durham	
Base Maintenance	
Camp Lejeune, N.C.	
MERS (H)	
[Signature]	
Drawn by	2505776
Checked by	2505776
Approved by	2505776
Scale	1" = 200'





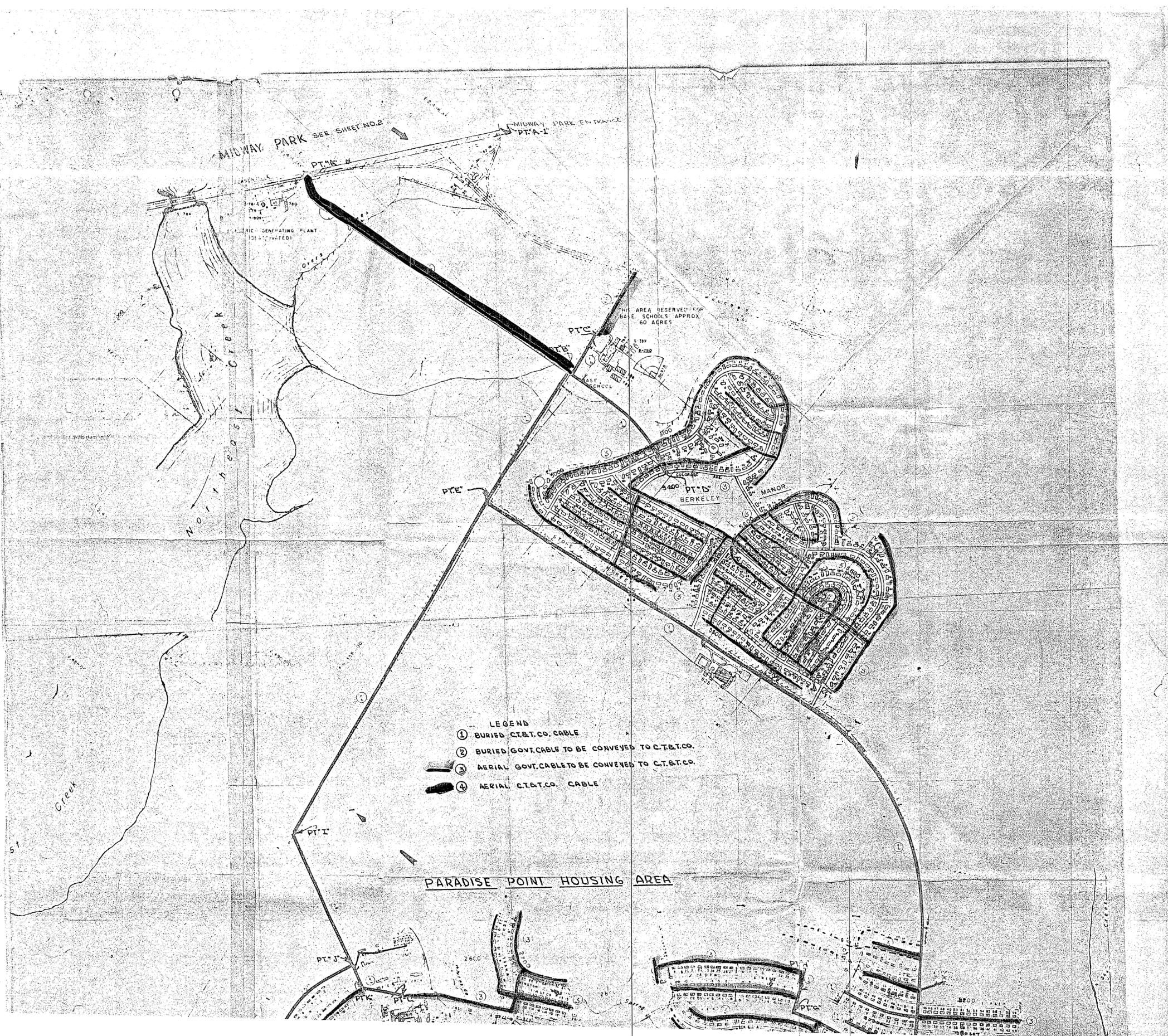
REVISIONS			
NO.	DESCRIPTION	DATE	APPROVED



- LEGEND
- ① BURIED C.T.&T. CO. CABLE
 - ② BURIED GOVT. CABLE TO BE CONVEYED TO C.T.&T. CO.
 - ③ AERIAL GOVT. CABLE TO BE CONVEYED TO C.T.&T. CO.
 - ④ AERIAL C.T.&T. CO. CABLE

EPD DWS. NO.	DEPARTMENT OF THE NAVY - NAVAL FACILITIES ENGINEERING COMMAND
WORK REG. NO.	ATLANTIC DIVISION
DES.	NAVAL STATION NORFOLK, VA.
DRAWN:	MARINE CORPS BASE CAMP LEJEUNE, N.C.
TR.	TELEPHONE CABLES AND
CHK.	FACILITIES SERVING UNOFFICIAL
BR. MGR.	SUBSCRIBERS
DES. DIR.	
SATISFACTORY TO:	DATE:
APPROVED:	DATE:
	DATE: 80091
	DATE: SK-RE-210-63
	DATE: 2 of 2





MILWAY PARK SEE SHEET NO. 2

MILWAY PARK ENTRANCE
PT-A-1

NORTH EAST CREEK

POWER GENERATING PLANT
(SEE SHEET NO. 2)

THIS AREA RESERVED FOR
BASE SCHOOLS APPROX
60 ACRES

PT-E

PT-D
BERKELEY
MANOR

- LEGEND
- ① BURIED C.T.&T. CO. CABLE
 - ② BURIED GOVT. CABLE TO BE CONVEYED TO C.T.&T. CO.
 - ③ AERIAL GOVT. CABLE TO BE CONVEYED TO C.T.&T. CO.
 - ④ AERIAL C.T.&T. CO. CABLE

PT-I

PARADISE POINT HOUSING AREA

PT-J

PT-K

PT-L

