



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

TELEPHONE NO.

444-7411

IN REPLY REFER TO:

241:RHS

AI-29/LO-6

26 September 1980

From: Commander, Atlantic Division, Naval Facilities Engineering Command  
To: Commanding General, Marine Corps Base, Camp Lejeune, North Carolina 28542

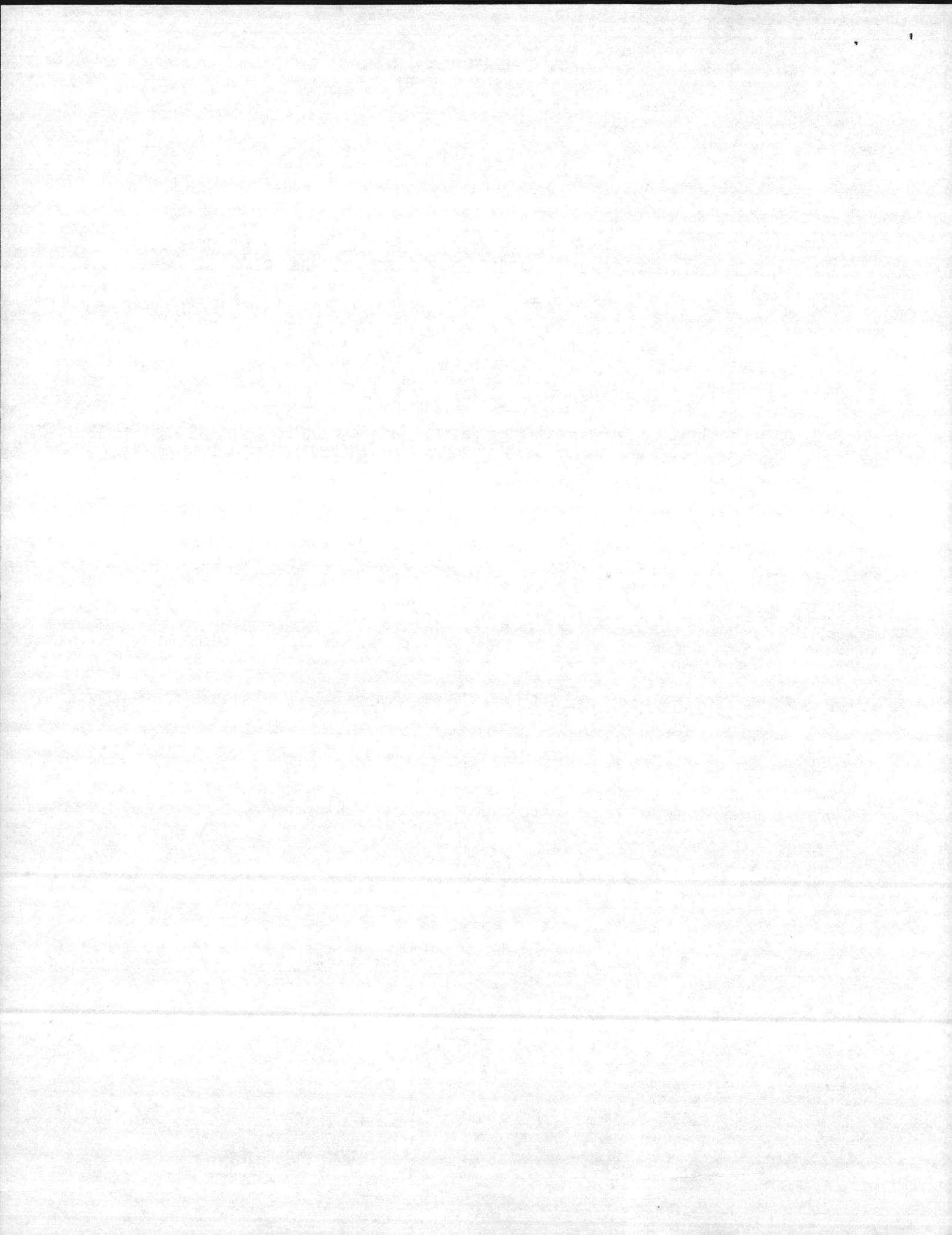
Subj: Agreement NOy(R)-65040, modification of railroad crossing traffic control devices

Ref: (a) LANTNAVFACENGCOM 1tr 241:RHS AI-29 of 3 Mar 1980

Encl: (1) Fully executed Agreement N62470-80-RP-00191

1. Enclosure (1), covering modifications to certain Government-owned signal devices located at the intersection of North Carolina Route 24 and the Base's Camp Lejeune Railroad, is forwarded for record purposes. In accordance with reference (a), the North Carolina Department of Transportation will notify the Base's Public Works Department prior to the start of the signal modifications.

ROBERT J. BOND  
By direction



THIS AGREEMENT, made and entered into this 14 day of March, <sup>1980</sup>~~1979~~, by and between the UNITED STATES OF AMERICA, acting by and through the Department of the Navy, hereinafter referred to as the GOVERNMENT; the SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation, hereinafter referred to as the COMPANY; and the DEPARTMENT OF TRANSPORTATION, an agency of the STATE OF NORTH CAROLINA, hereinafter referred to as the STATE. *SR*

W I T N E S S E T H

WHEREAS, the GOVERNMENT owns that certain real property situated in Onslow County, North Carolina, and comprising the Marine Barracks Railroad of Camp Lejeune, said real property being hereinafter referred to as the RAILROAD FACILITIES: and

WHEREAS, by Lease and Use Agreement NOM-71659, dated September 2, 1960, as supplemented, the GOVERNMENT leases to the COMPANY aforesaid RAILROAD FACILITIES; and

WHEREAS, a portion of aforesaid leased RAILROAD FACILITIES are crossed by certain highway facilities under the custody and control of the STATE and more particularly identified as North Carolina Route 24; and

WHEREAS, by the terms of Agreement NOy(R)-65040, made by and between the parties hereto and dated 18 December 1956, the GOVERNMENT owns certain improvements located at the crossing of North Carolina Route 24 and the Marine Barracks Railroad of Camp Lejeune and identified therein as standard type automatic electrically controlled flashing light crossing signals and related circuits, said improvements comprising a portion of aforesaid leased RAILROAD FACILITIES and being hereinafter referred to as the SIGNAL SYSTEM; and

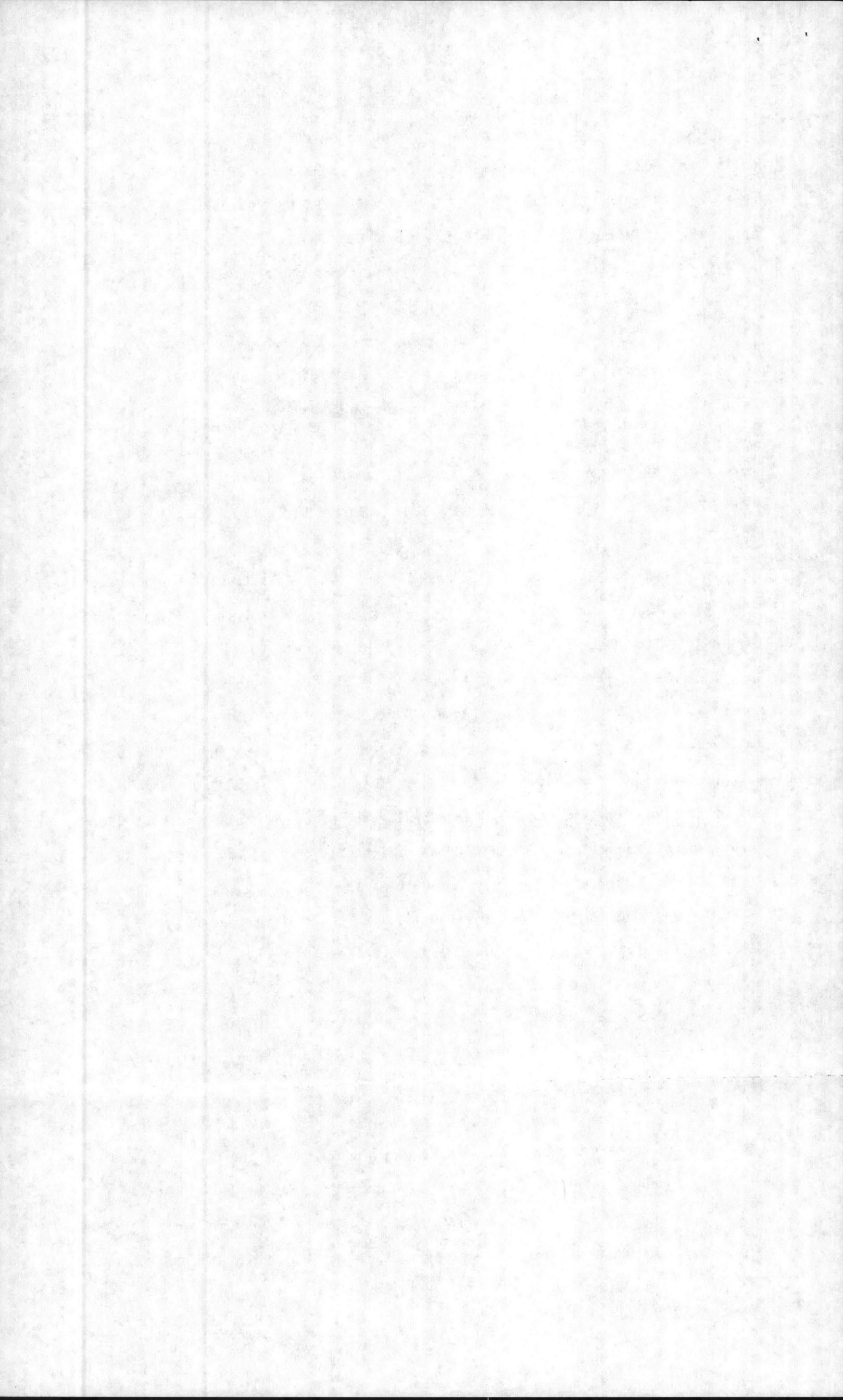
WHEREAS, in order to increase rail and highway traffic safety the STATE and the COMPANY desire to accomplish certain adjustments and improvements being more particularly identified as State Project: 8.7226003, Federal Aid Project: RRS-8-4(6), ID No. Y-327, Onslow County; and

WHEREAS, the GOVERNMENT is agreeable thereto on the terms and conditions hereinafter provided; and

WHEREAS, under provisions of Article 3 of said Lease and Use Agreement NOM-71659, the COMPANY has exclusive rights to the operation and use of those portions of said RAILROAD FACILITIES referred to therein as Segments 1 and 2; and

WHEREAS, under provisions of Article 3 of said Lease and Use Agreement NOM-71659, the COMPANY is responsible for the performance of all duties and

All correspondence pertaining to this document should include a reference to, N62470 80-RP-00191



obligations arising out of use and operation of those segments of aforesaid RAILROAD FACILITIES for which the COMPANY is granted exclusive rights of operation and use; and

WHEREAS, under provisions of Article 22 of said Lease and Use Agreement NOM-71659, no part of the COMPANY'S interest therein shall be transferred, assigned or subleased, nor shall any item of property, or any part thereof, covered by said agreement be sublet or otherwise made available to any third party or parties without the written consent of the GOVERNMENT; and

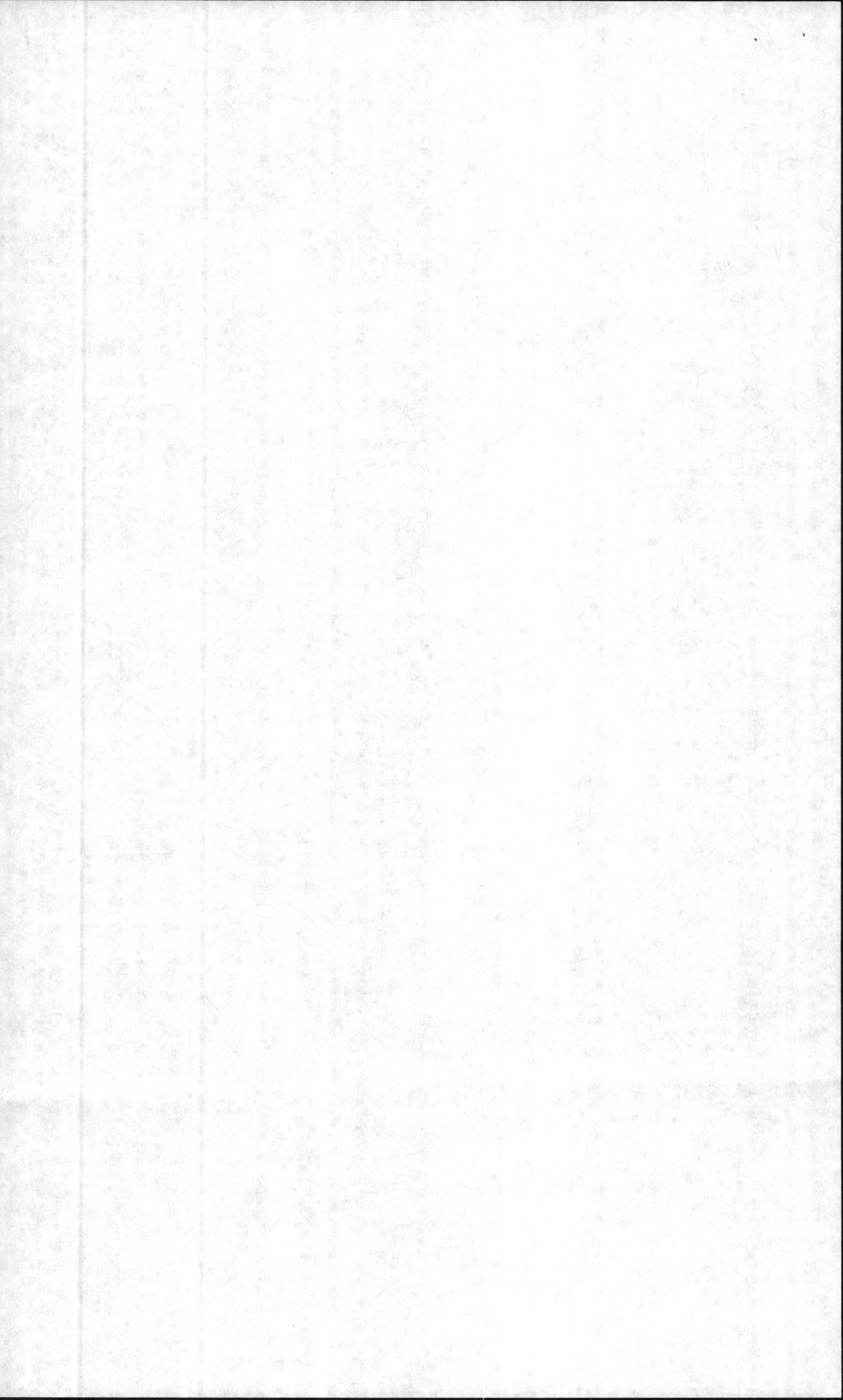
WHEREAS, this AGREEMENT is expressly entered into to obtain such consent of the GOVERNMENT and COMPANY as may be required for the installation, operation and maintenance of aforesaid improved SIGNAL SYSTEM, as hereinafter described.

NOW THEREFORE, for an in consideration of the PREMISES the parties hereto do mutually agree as follows:

1. The GOVERNMENT hereby grants to the COMPANY and the STATE a right of access to such areas located along, on and adjacent to the tracks of aforesaid Marine Barracks Railroad of Camp Lejeune for the movement of their employees, materials and work equipment as may be reasonably necessary for replacement of the existing GOVERNMENT-owned mast type automatic electrically controlled flashing light crossing signal system located at the intersection of said Marine Barracks Railroad and North Carolina Route 24 with a cantilever type automatic electrically controlled flashing light crossing signal system and gates, said cantilever type system and gates being hereinafter referred to as the DEVICES; it being expressly understood that such movement of employees, materials and work equipment shall in no way unnecessarily delay or interfere with GOVERNMENT activities or the operation and use of said RAILROAD FACILITIES.

2. The COMPANY shall prepare all plans, specifications, estimates and material lists as may be necessary for the installation of said DEVICES and shall submit the same to the GOVERNMENT and the STATE for approval prior to beginning such work, said plans, specifications, estimates and material lists being incorporated herein and by reference hereto made a part hereof.

3. The COMPANY shall purchase or provide all materials necessary for the installation of said DEVICES and will perform with its own forces all work in connection therewith, said work to be performed in accordance with Federal-Aid Highway Program Manual 1-4-3, and supplements thereto; it being understood, however, that if conditions make it impossible for the COMPANY to accomplish



said installation work with its own forces the COMPANY will so notify the STATE and will obtain bids for the work from qualified contractors in accordance with Federal-Aid Highway Program Manual 6-6-2-1.

4. The COMPANY shall begin aforesaid installation work as soon as practicable after receipt of authorization therefor and shall complete such work within a reasonable time thereafter.

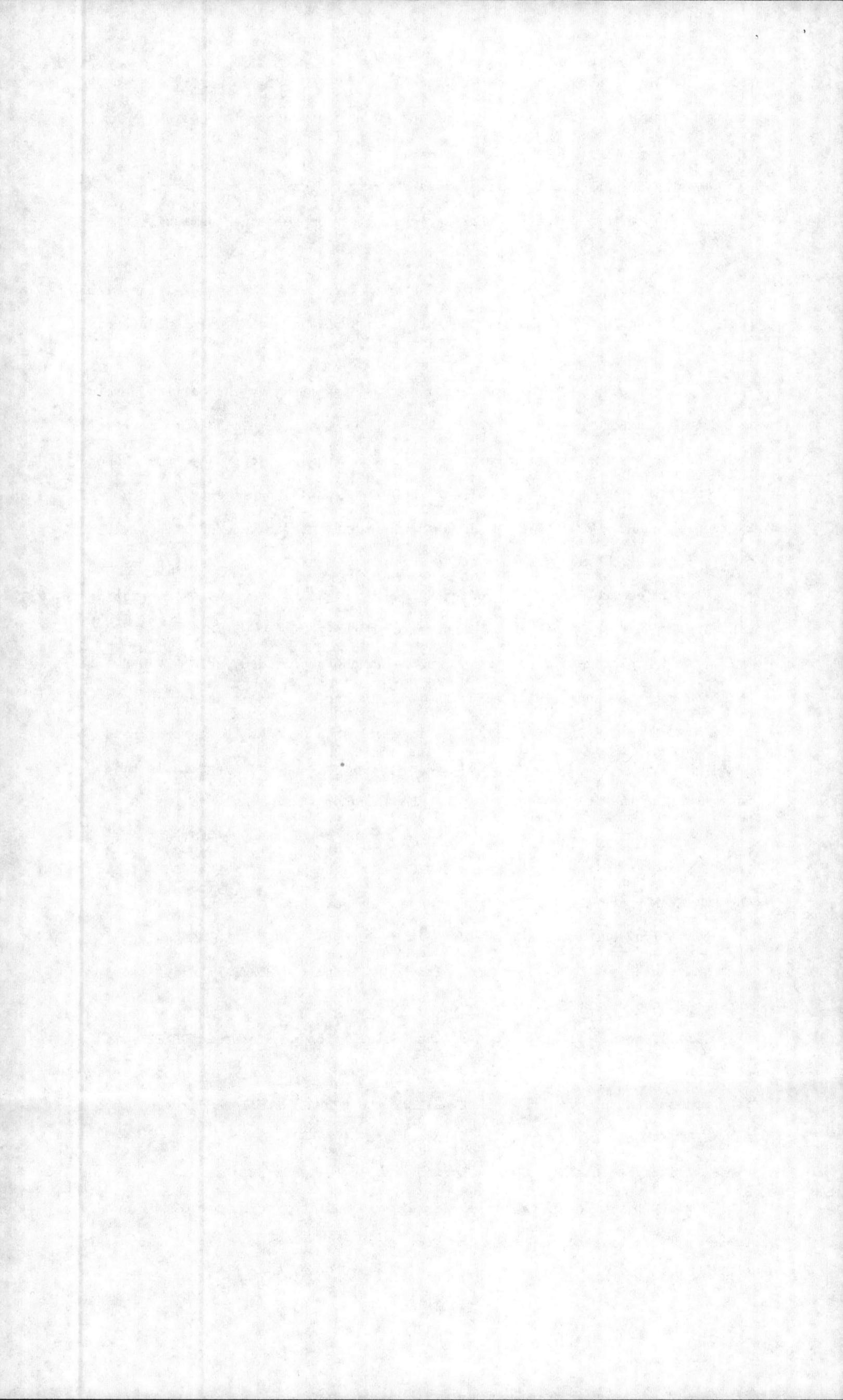
5. In accordance with Federal-Aid Highway Program Manual 6-6-2-1 the STATE shall be responsible for and pay the entire cost of the installation of aforesaid DEVICES.

6. After said DEVICES have been installed and found by the parties hereto to be in satisfactory working order, said DEVICES shall be placed into service and operated, as hereinafter provided, from and after the hour mutually agreed upon by the COMPANY and the STATE thereafter said DEVICES shall be property of and owned by the GOVERNMENT. The GOVERNMENT, upon placement into service of said DEVICES, will be deemed to have abandoned the existing GOVERNMENT-owned mast type automatic electrically controlled flashing light crossing signal system and said existing mast type system shall become the exclusive property of the STATE.

7. Upon placement into service, as hereinabove provided, said DEVICES shall be operated and maintained by the COMPANY for so long as it may operate and use aforesaid RAILROAD FACILITIES, or until such time as it may be agreed by the parties hereto that said DEVICES are no longer necessary or until the road crossing thereby protected may be abandoned or other legal requirements make it necessary to cease operation and maintenance of the DEVICES thereat. The cost of the maintenance of said DEVICES shall be shared by the COMPANY and the STATE as prescribed by the laws of the State of North Carolina.

8. All expenses, of whatsoever nature, incurred by the COMPANY and the STATE hereunder shall be defrayed by the COMPANY and the STATE at no cost or expense to the GOVERNMENT.

9. The total estimated cost of the installation of aforesaid DEVICES is Sixty-Seven Thousand Three Hundred Dollars (\$67,300). As soon as the installation is completed and approved by the DEPARTMENT the COMPANY shall render a bill to the STATE for eighty-five percent (85%) of aforesaid estimated costs and the STATE will pay to the COMPANY the amount of said bill. Within six (6) months of the date of completion and approval of said installation work, the COMPANY shall render a final bill to the STATE in accordance with the provisions of Federal-Aid Highway Program Manual 1-4-3. Representatives of the STATE shall have such access



to the books and accounts of the COMPANY as may be required to audit said bills. After said final bill has been reviewed and approved by the STATE, the STATE will pay to the COMPANY any amount remaining due to the COMPANY in addition to the amount previously paid, or will advise the COMPANY by letter of the amount of overpayment if said final approved bill shows there has been an overpayment. Promptly upon being advised of any overpayment, the COMPANY shall forward to the STATE reimbursement for said overpayment.

10. 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 this if made with a corporation for its general benefit.

11. STATE and COMPANY hereby warrant that no person or agency has been employed or retained to solicit or secure this AGREEMENT upon agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by STATE or COMPANY for the purpose of securing business. For breach or violation of this warranty, the GOVERNMENT shall have the right to annul this AGREEMENT without liability or in its discretion to require STATE and COMPANY to pay the full amount of such commission, percentage, brokerage, or contingent fee.

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

UNITED STATES OF AMERICA

*A. R. Young*  
By direction of the Commander,  
Atlantic Division, Naval Facilities  
Engineering Command  
Norfolk, Virginia 23511

ATTEST:

SEABOARD COAST LINE RAILROAD COMPANY

*R. W. Murray*  
Secretary of the Company  
ASSISTANT SECRETARY

By *A. Jones*  
Assistant Vice President

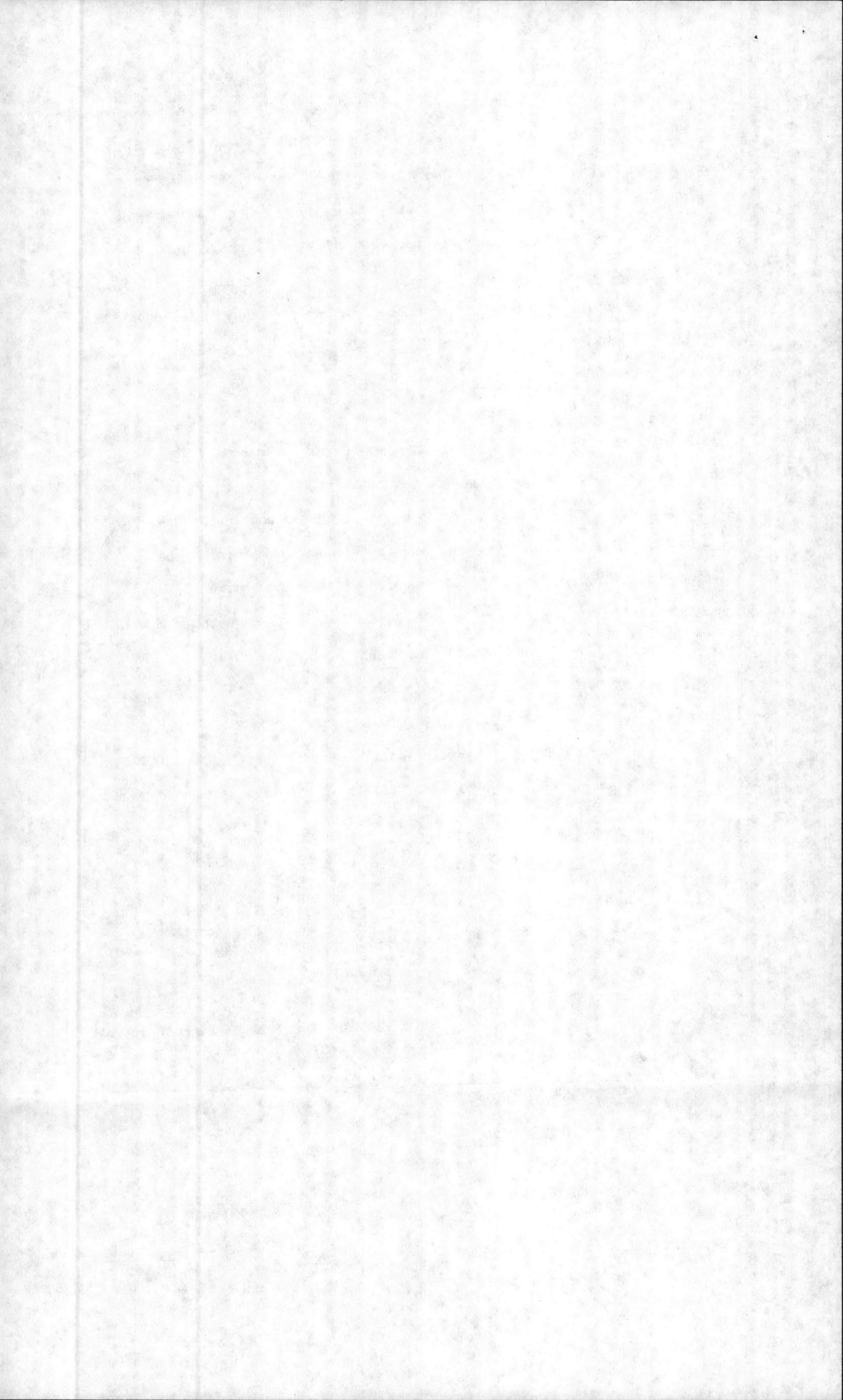
(SEAL)

APPROVED AS TO FORM AND LEGALITY

DEPARTMENT OF TRANSPORTATION

*James E. ...*  
Assistant Attorney General

By *Sally Rose*  
State Highway Administrator



## SEABOARD COAST LINE RAILROAD COMPANY

To: North Carolina Department of Transportation

Project Ref. 8-7226003, Y-327

Location: Jacksonville, North Carolina

County: Onslow

SCL Mile Post: ACD-296.7

Route: NC 24

Crossing Inv. No. 641680 S

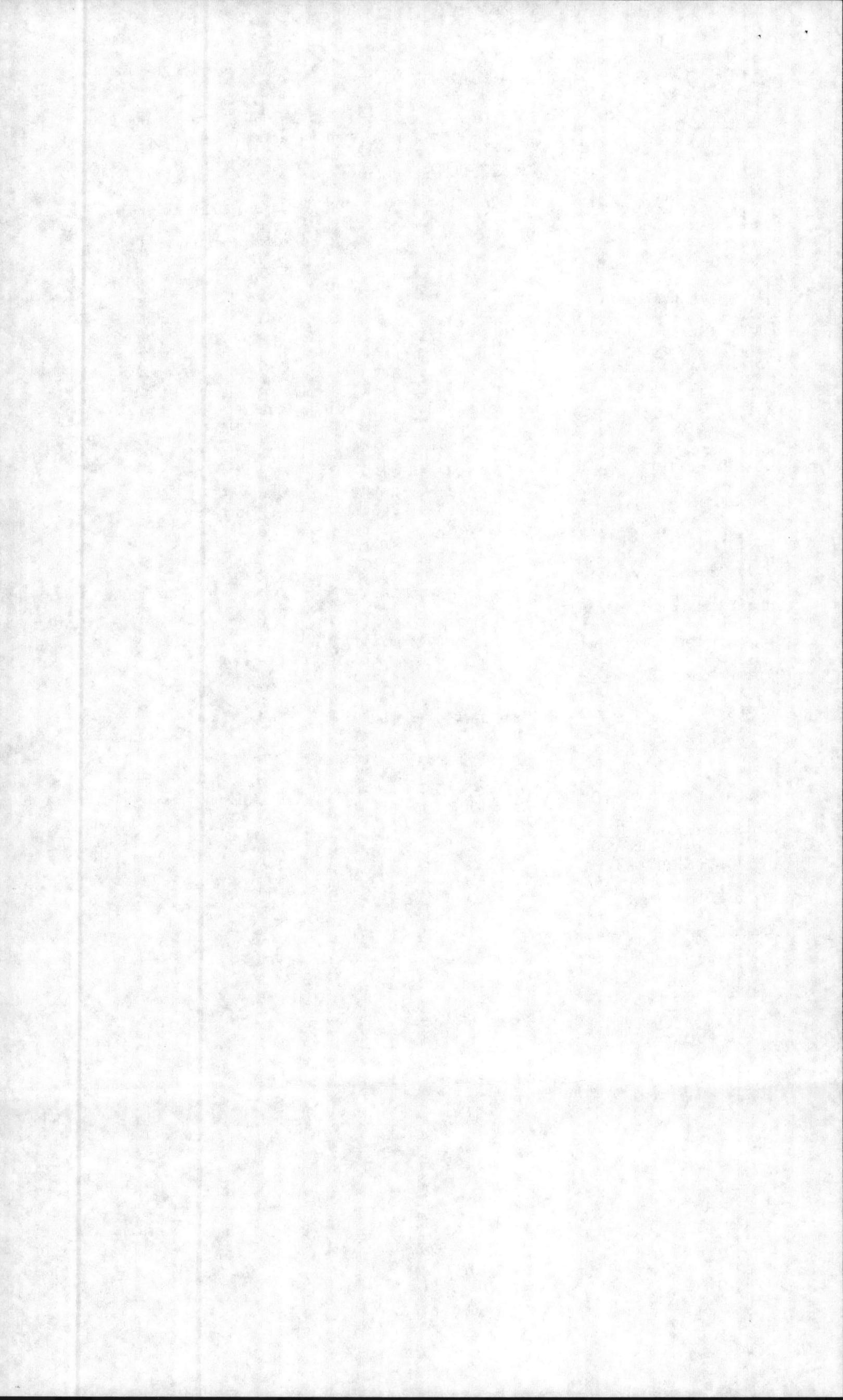
Description: Modify Highway Crossing Flashing Light Signals by Including  
Cantilever Assemblies, Gates and Bells.Estimated CostNOTE: Estimated number of  
days to start project after  
receipt of authorization is  
180 days.

Material Cost	\$40,200.	
Sales Tax	1,608.	
Handling	2,010.	
Transportation to Project	100.	
Total Material Cost	"	\$43,918.
Credit for Released Material		1,000.
Net Material Cost		\$42,918.
Engineering	1,270.	
Plus Composite Additive	700.	
Total Engineering		1,970.
Construction Labor	8,280.	
Plus Composite Additive	3,907.	
Total Construction Labor		12,187.
Supplemental Annuity on Labor		140.
Travel Allowance and Lodging		1,840.
Transportation of Equipment to Project		120.
Equipment Rental		2,007.
Estimated Material and Labor Cost		\$61,182.
Contingencies		6,118.
TOTAL ESTIMATED COST		\$67,300.
Railroad Portion		00
Outside Party Estimated Cost		\$67,300.

Office of Chief Engineer Communications and Signals

Jacksonville, Fla. Date: 8/29/78-evs

Rev to 1/22/80-evs



SEABOARD COAST LINE RAILROAD COMPANY

TO: NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
 PROJECT REF. 817226003 Y-327 COUNTY: ONSLOW  
 LOCATION: JACKSONVILLE, N.C.  
 SCL MILE POST: ACD -296.7  
 ROUTE: NC 24 CROSSING INV. NO. 641680 S  
 DESCRIPTION: Modify Highway Crossing Flashing Light Signals by  
 Including Cantilever Assemblies, Gates and Bells.

ESTIMATE OF SIGNAL MATERIAL AND COST

1-	Lot Crossing Control Equipment, including cases, control apparatus, rectifiers, Lightning protective devices, etc.	\$7,879.
1-	Lot field Materials, including foundations, pipe, cable, battery, battery boxes, etc.	10,866.
1-	Signal assembly, complete with 31 ft. cantilever arm and 6 lamp units.	6,357.
1-	Signal assembly, complete with 37 ft. cantilever arm and 8 lamp units.	7,186.
1-	Gate Assembly, complete with 40 ft. arm	3,886.
1-	Gate assembly complete with 44 ft. arm	4,026.
	ESTIMATED MATERIAL COST	<u>\$40,200.</u>

ESTIMATE OF RELEASED MATERIAL AND CREDIT

1-	Lot crossing control equipment, including cases, control apparatus, rectifiers, lightning protective devices, etc.	\$ 725.
1-	Lot field material, including foundations, battery boxes, etc.	30.
4-	Signal assembly, complete with 2 lamp units	245.
	EXTIMATE MATERIAL CREDIT	<u>\$ 1,000.</u>

Office of Chief Engineer Communication and Signals  
 Jacksonville, Florida Date: 8/29/78-evs  
 Rev to: 1/22/80-evs

