

GRANT OF EASEMENT

All correspondence pertaining to this contract should include a reference to No. NF(R) 1785

THIS INDENTURE, made the 17th day of July, 1967
between the United States of America, herein called the Government, acting
by and through the Department of the Navy, and the Carolina Telephone and
Telegraph Company, a public service corporation of the State of North
Carolina, herein called the Grantee.

W I T N E S S E T H

WHEREAS, the Government owns that certain real property known and
identified as the U. S. Marine Corps Base, Camp Lejeune, North Carolina,
herein called the Station; and

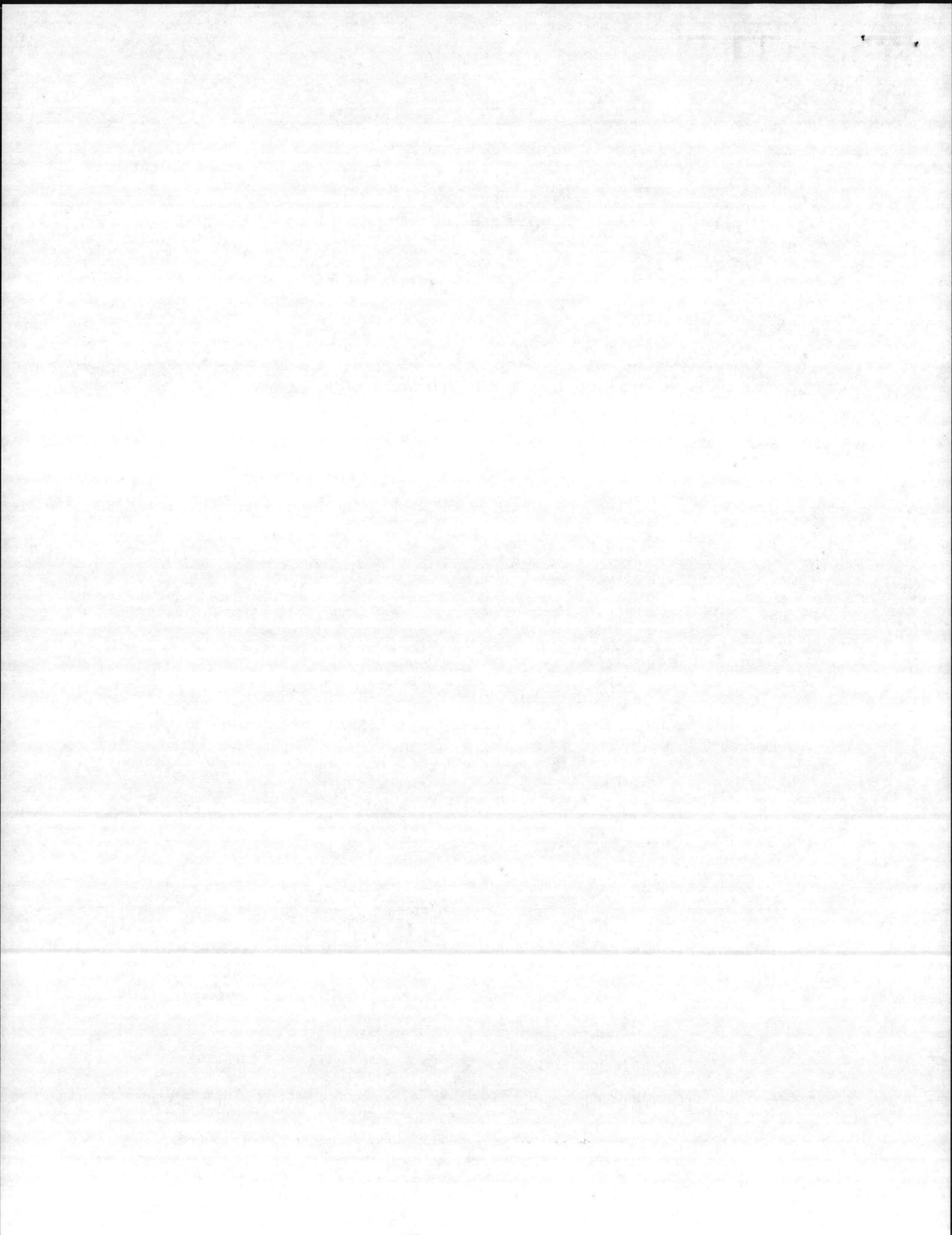
WHEREAS, to relieve overloading of existing telephone facilities
on the Station, the Government has requested that the Grantee provide
commercial service to the Government's unofficial subscribers; and

WHEREAS, in connection with this service, the Grantee has
requested the conveyance of an easement for the construction, installation,
maintenance, operation, repair and replacement of underground telephone
conduit lines across, but under, that portion of the Station hereinafter
described; and

WHEREAS, the Secretary of the Navy has found that the grant of
such easement on the terms and conditions hereinafter stated will be in
the public interest and will not substantially injure the interest of the
Government in the property affected.

NOW, this Indenture witnesseth that, in consideration of the
premises and the mutual benefits to be derived therefrom, the Government,

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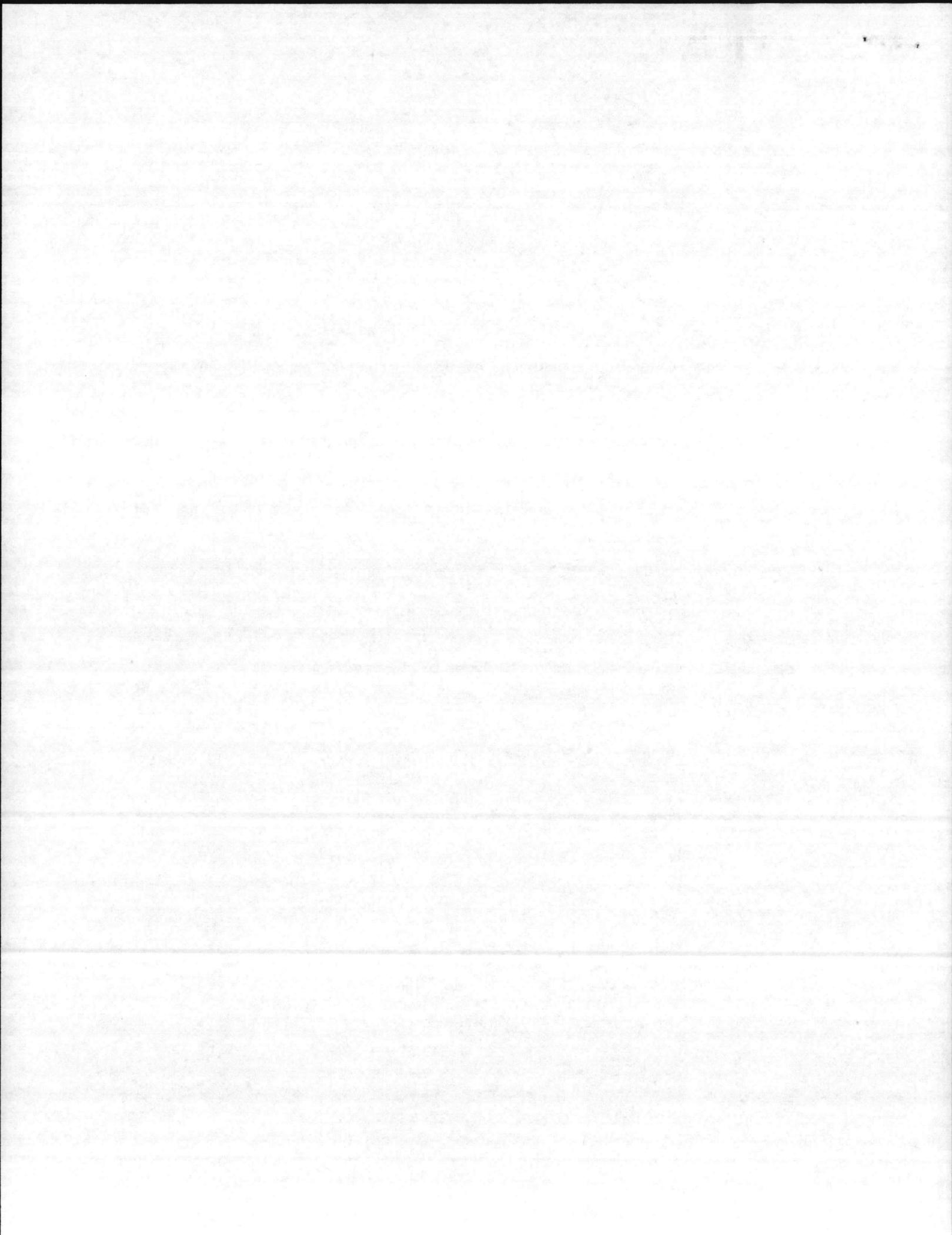
pursuant to the authority of Title 43 United States Code Section 961 hereby grants unto the said Carolina Telephone and Telegraph Company and its successors and assigns, for a period of fifty (50) years from the date hereof, an easement for the construction, installation, maintenance, operation, repair and replacement of an underground telephone conduit line, herein called the Line, such easement to extend across, but under, and be confined to that portion of the Station, herein called the Premises, which is described in two parts as follows:

Part One:

BEGINNING at a point marked by a nail located within the right of way of Brewster Boulevard, said point having coordinates N356,167,.81 and E2,496,157.24 and being N84°08'40"E, 2,233 feet from Stone Street Monument, said point also being located in line with Monument #93 and the aforesaid Stone Street Monument. Thence N5°48'20"W 16 feet to a point, said point being the TRUE POINT OF BEGINNING of the easement herein described; thence from said TRUE POINT OF BEGINNING the following four courses and distances: N5°48'20"W 274.58 feet; N4°30'20"W 2604.65 feet; N8°46'20"W 244.76 feet; N6°30'20"W 1730.00 feet to a point; thence N38°29'40"E 338.25 feet crossing two Government railroad rights of way and North Carolina State Highway Route 24 to a point of connection with the existing underground conduit, excluding, however, all that portion of North Carolina State Highway Route 24 not owned in fee simple by the Government; thence N49°53'20"W 712.11 feet to a point, thence the following three courses and distances N26°06'40"E 133.41 feet; N16°52'40"E 399.45 feet; N38°15'10"E 1,007.70 feet to a stake on the western bank of Lamotts Creek having coordinates N363,038.35 and E2,495,790.24; all as delineated on two drawings of the Grantee dated 20 December 1966, entitled "Underground Conduit" and "Underground Telephone Cable", respectively, designated Exhibit A and Exhibit B, prints of which are attached hereto and made a part hereof.

Part Two:

BEGINNING at a point on the Atlantic Coastline Railroad Company's right of way located on the south end

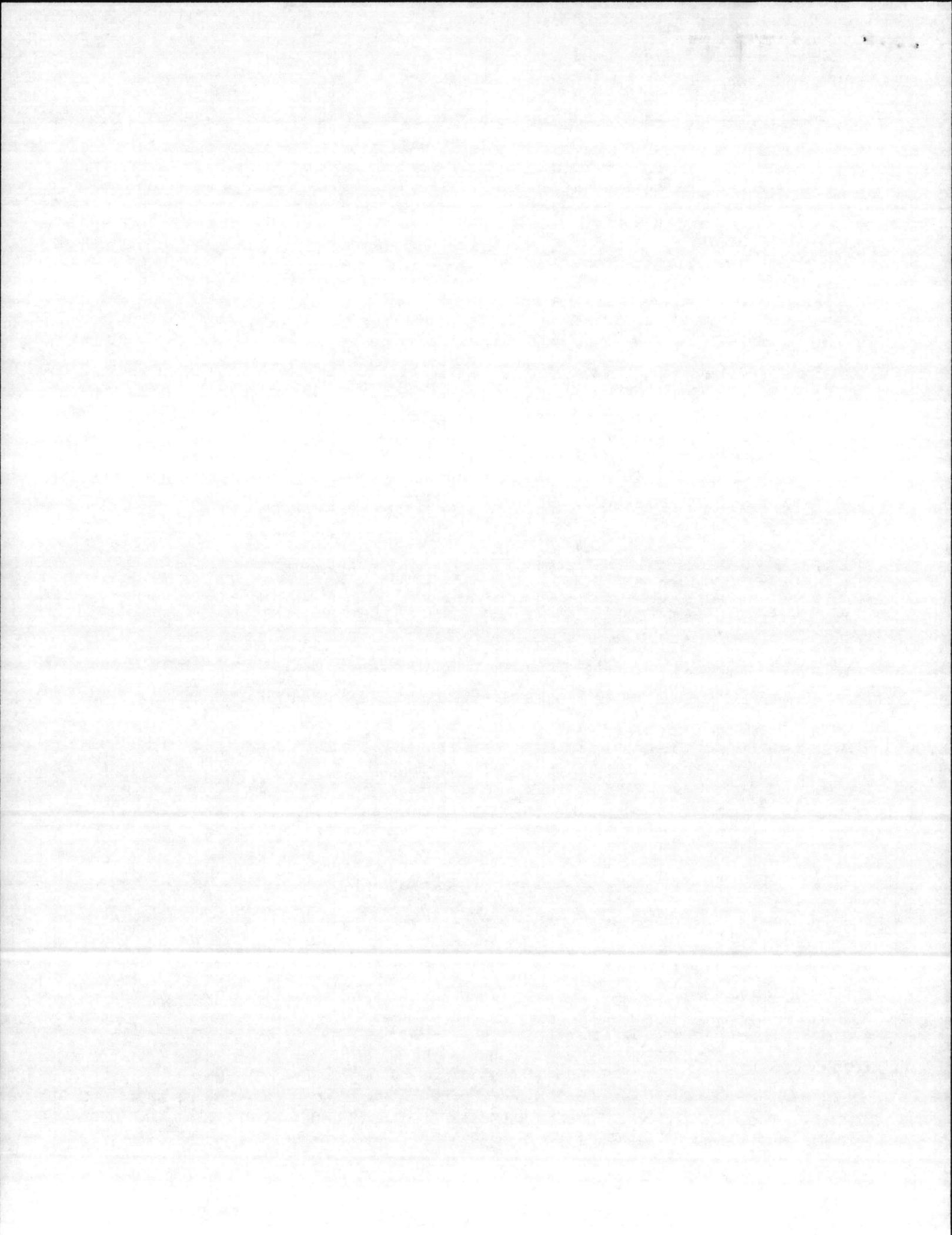


of the aforesaid Railroad Company's bridge crossing Brinson Creek, said point having coordinates N363, 104.90 and E2,466,828.27; thence S68°50'15"E 67.5 feet to a point designated Station 50+78.2; thence N22°19'45"E to a point at Station 51+20, said point being designated THE TRUE POINT OF BEGINNING; thence from said TRUE POINT OF BEGINNING southwestward parallelling the aforesaid railroad right of way S22°19'45"W to Station 50+78.2; thence S22°19'45"W to Station 50+00; thence S21°48'45"W to Station 48+00; thence S20°55'45"W to Station 46+00; thence S19°46'45"W to Station 44+00; thence S18°54'45"W to Station 42+00; thence S17°56'45"W to Station 40+00; thence S17°09'45"W to Station 38+00; thence S17°03'45"W to Station 34+24.34; thence S72°56'15"E 20 feet to Station 34+04.34; thence S17°20'49"W to Station 28+00; thence S17°20'45"W to Station 20+27.93; thence S17°03'45"W to Station 0+94.93; thence S34°10'15"E to a point at Station 0+00 having coordinants N358,271.34 and E2,465,449.75; thence S73°55'45"W 185.11 feet to a point on the Atlantic Coast Line Railroad Company's right of way having coordinates N358,220.10 and E2,465,270.38, excluding, however, all that portion of the aforesaid Railroad Company's right of way which is not owned in fee simple by the Government, all as delineated on a drawing of the Grantee dated 28 March 1967, entitled Underground Cable for Carolina Telephone and Telegraph Company, designated Exhibit "C", a print of which is attached hereto and made a part hereof.

The width of this easement as hereinabove described in Exhibits "A", "B", and "C" shall be as necessary and reasonable for the purpose herein granted but in no event shall exceed five feet on each side of the above-described centerline.

THIS EASEMENT is granted subject to the following terms and conditions:

1. The conveyance of this easement is subject to all other easements, if any, of public record, and to such utility lines, roadways or other improvements as may now be located on, over, or under said premises.
2. All work in connection with the construction, installation, operation, repair and replacement of the Line shall be done without cost or expense to the Department of the Navy and in accordance with applicable



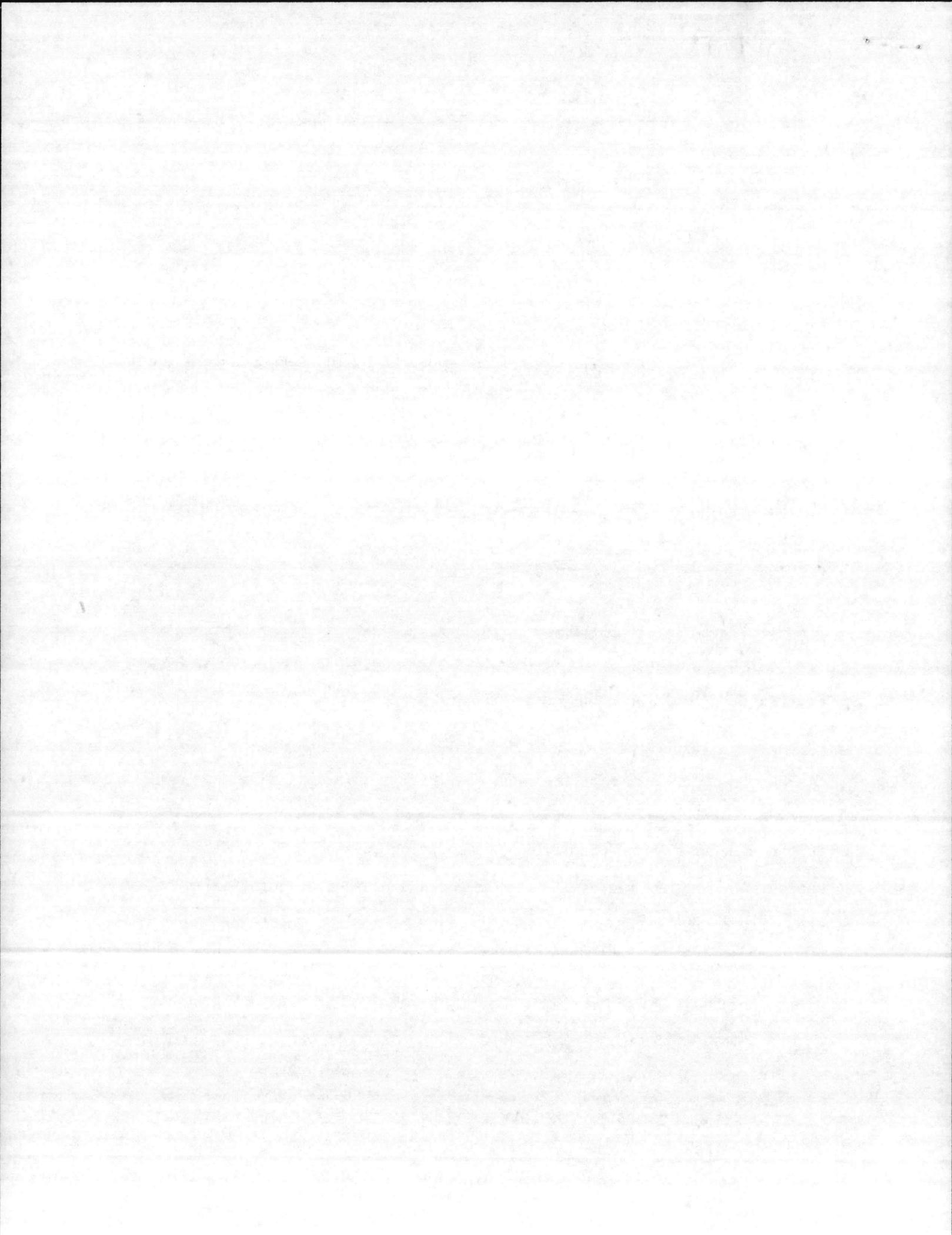
specifications which conform to the Manual of Recommended Practice published by the American Railway Engineering Association, where the same crosses under railroad trackage within the easement area. All work in connection with construction, installation or replacement of the Line shall be in accordance with plans previously approved by the Commander, Atlantic Division, Naval Facilities Engineering Command.

3. The Grantee shall maintain the Premises and the Line in good condition at all times and shall promptly make all repairs thereto which may be necessary for preservation of the condition of the Premises and the continued operation and maintenance of the Line.

4. The Grantee's rights hereunder shall be subject to such reasonable rules and regulations as may be promulgated by the Government to insure that the exercise of such rights shall not interfere with the Government activities at the Station.

5. Upon termination of the easement granted herein, if desired by the Government, the Grantee, at its expense, shall remove any and all improvements installed or constructed hereunder and restore the Premises to the same or as good condition as that which existed prior to the exercise by the Grantee of its rights hereunder, such restoration to be effected to the satisfaction of the Commander, Atlantic Division, Naval Facilities Engineering Command.

6. That if at any future time the Government shall determine that continued maintenance and operation of the Line, or any portion thereof, constitutes an undue interference with any of its activities, it shall have the right to terminate the easement herein granted, in whole or in part, to the extent necessary to eliminate such interference. Unless the



Government shall determine that relocation is not feasible, it shall convey to the Grantee, without payment of any monetary consideration therefor, a substitute easement to permit the Grantee to effect relocation of the Line, or portion thereof, on adjacent Government property at the cost and expense of Grantee, which substitute easement shall be coextensive in term with and subject to the same terms and conditions as that herein granted.

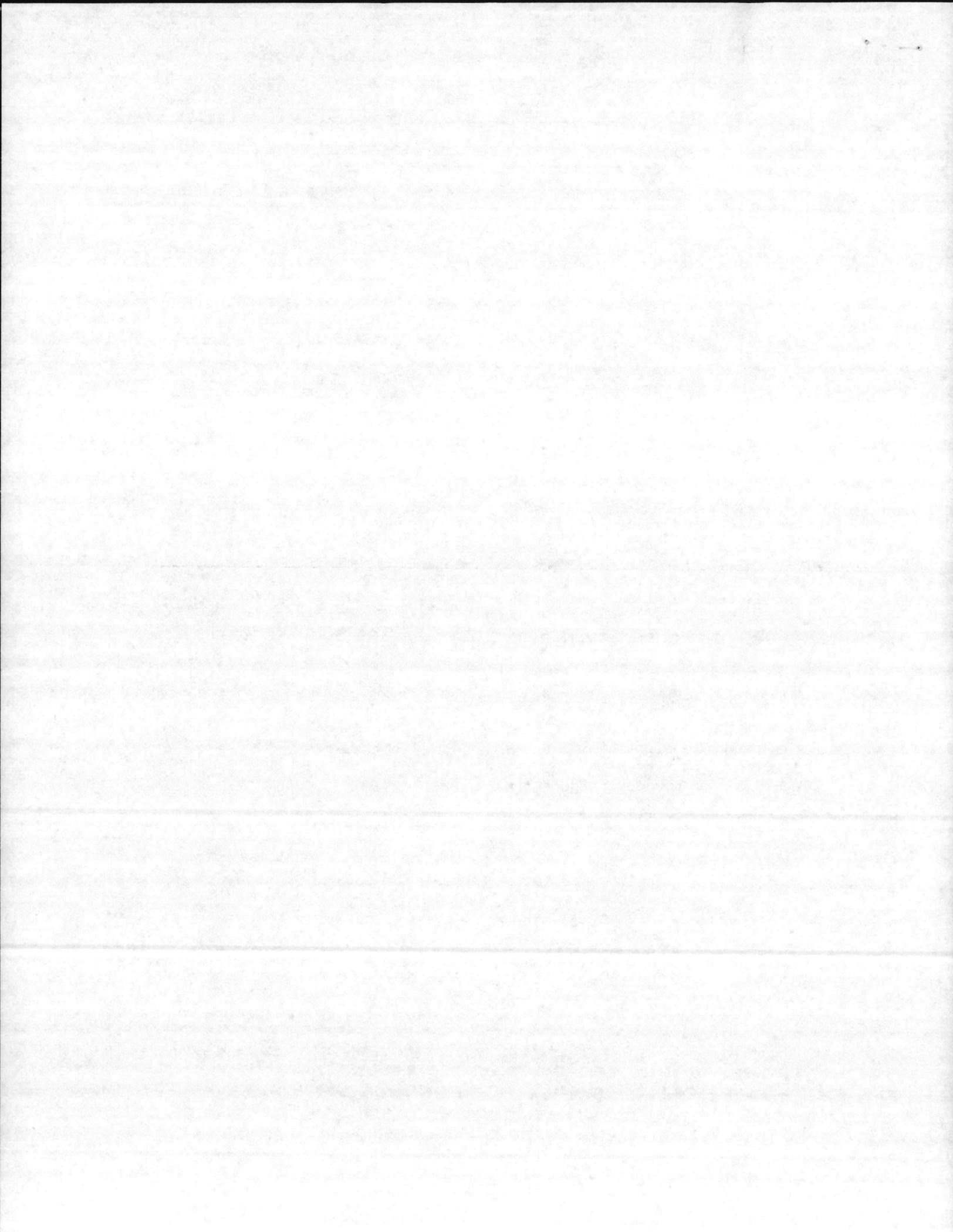
7. All or any part of the easement herein granted may be terminated upon failure on the part of the Grantee to comply with any of the terms and conditions of this grant; upon abandonment of the rights granted herein; or upon nonuse of such rights for a period of two consecutive years.

8. The Government may use the Premises which are the subject of this easement for any purpose which does not create an unreasonable interference with the use or enjoyment by the Grantee of the easement rights granted herein.

9. That portion of the conduit delineated on Exhibit "C" shall be subject to the following further conditions:

- (a) The conduit shall be buried at a minimum depth of three feet.
- (b) The Grantee agrees to hold the Government blameless for any damages to the aforesaid conduit, in the event improvements are made to any roadway in which the cable is buried, provided that the Grantee is given written notice of the intended improvement.

IN WITNESS WHEREOF, the Government, acting by and through the Department of the Navy, has caused this instrument to be executed the day and year first above written.



UNITED STATES OF AMERICA

By /s/ J. W. FRORATH

By direction of the Commander,
Naval Facilities Engineering Command,
acting under direction of the Secretary
of the Navy.

STATE OF VIRGINIA

CITY OF NORFOLK

I, William C. Hunt, a Notary Public of said City
and State, do hereby certify that J. W. Frorath, whose
name is signed to the writing bearing date of the 17th day of July
1967, has this day appeared before me in my said City and State aforesaid
and acknowledged the same.

Given under my hand and seal this 17th day of July 1967.

/s/ WILLIAM C. HUNT

Notary Public

My commission expires:
February 23, 1971

