

G R A N T O F E A S E M E N T

THIS INDENTURE, Made and entered into by and between the UNITED STATES OF AMERICA, party of the first part, hereinafter called the GRANTOR, and the CAROLINA TELEPHONE AND TELEGRAPH COMPANY, a corporation organized and existing under the laws of the State of North Carolina, with its principal place of business at Tarboro, North Carolina, party of the second part, hereinafter called the GRANTEE:

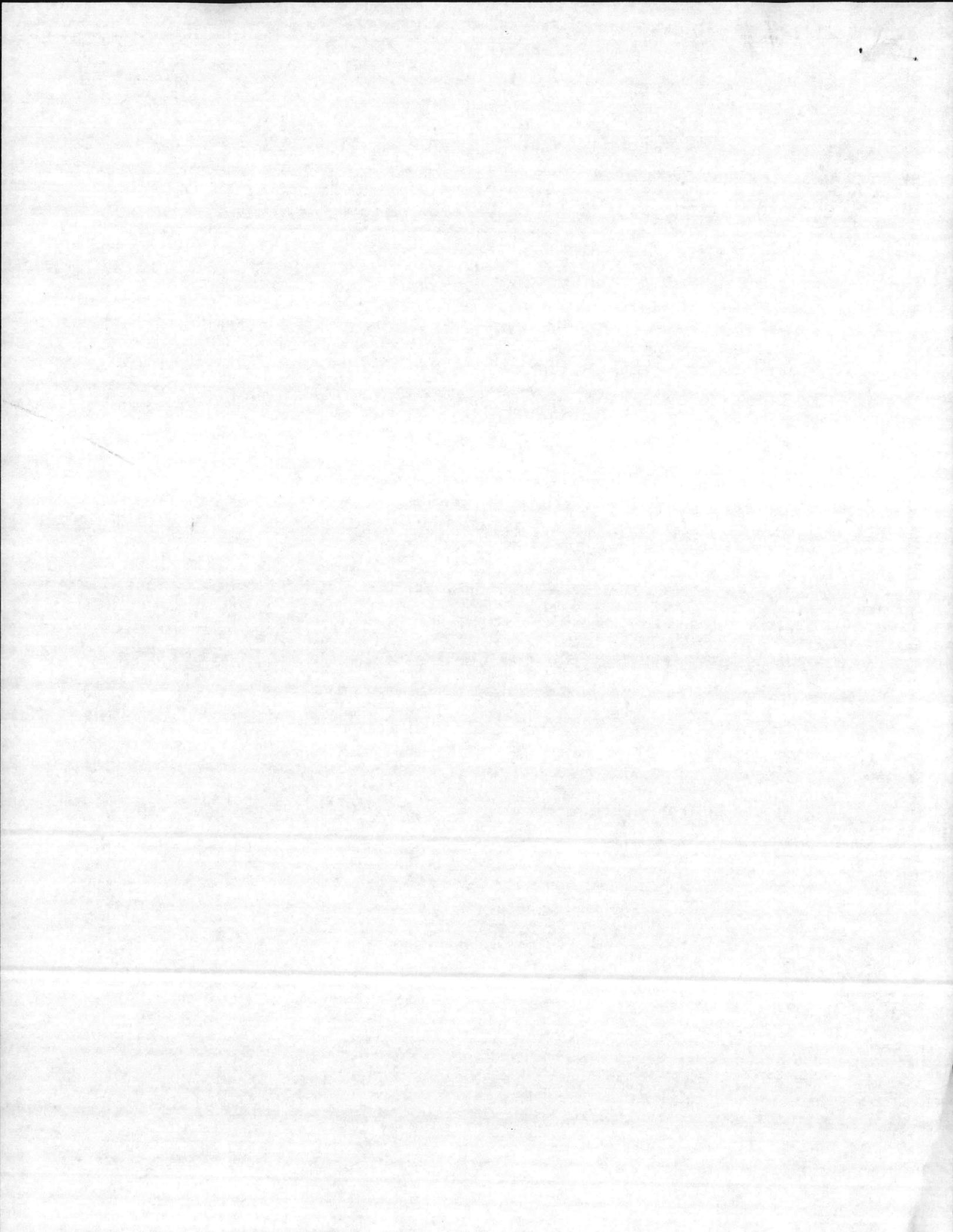
W I T N E S S E T H T H A T :

WHEREAS, the GRANTOR previously acquired land for the development of the United States Marine Corps Base, Camp Lejeune, Onslow County, North Carolina, adjacent to the Dixon-Sneads Ferry Road, which land was acquired subject to an easement in the GRANTEE for the installation and maintenance of overhead telephone lines; and

WHEREAS, the Dixon-Sneads Ferry Road has been widened, straightened and improved, resulting in the isolation of several small parcels of land which the GRANTOR has acquired; and

WHEREAS, the GRANTEE is desirous of moving its existing telephone lines adjacent to the improved Dixon-Sneads Ferry Road, and the GRANTOR is willing to convey to the GRANTEE additional easement rights in order that GRANTEE can relocate the line, and GRANTEE is willing to convey to the Government its easement interests in the land from which the lines will be removed; and

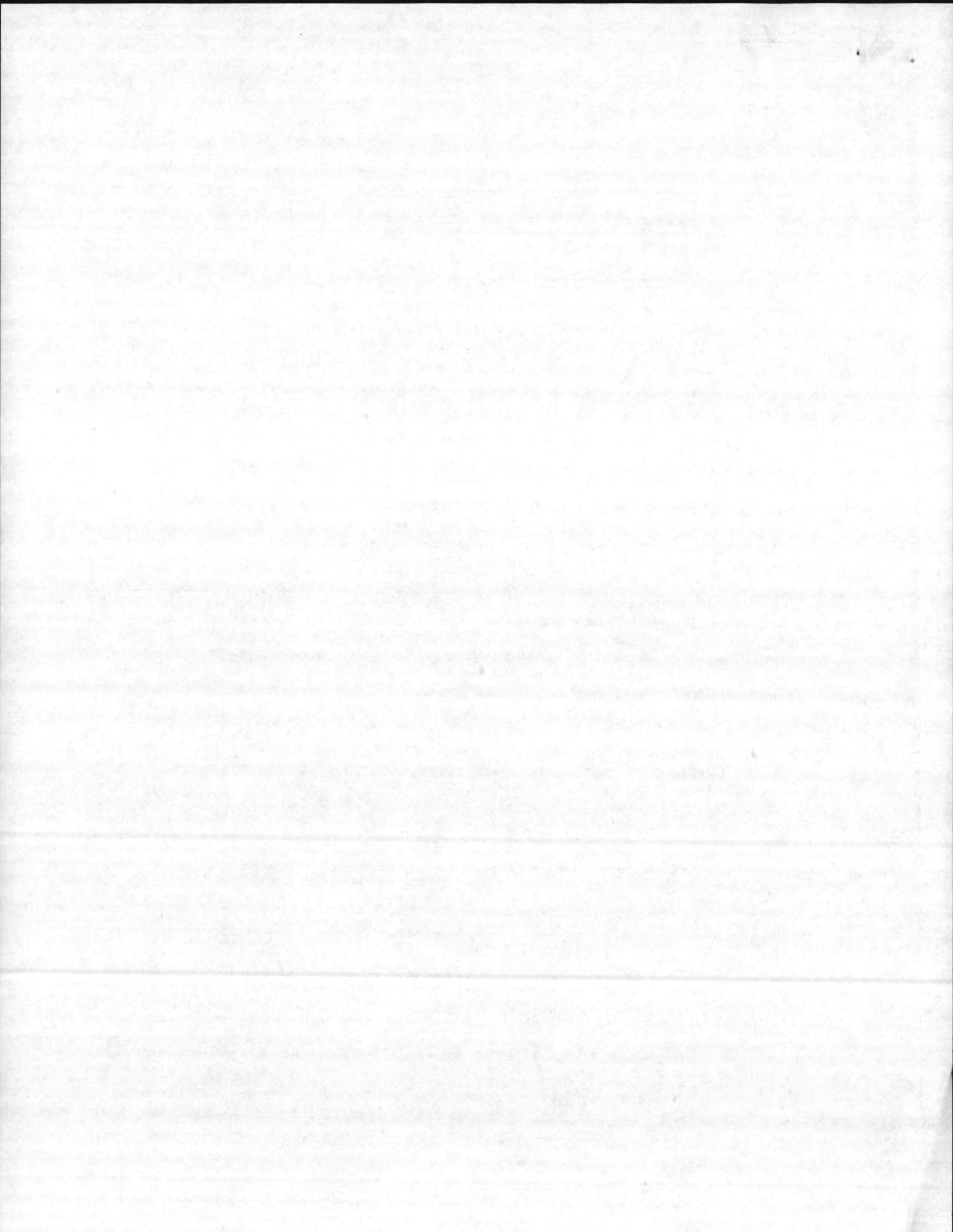
WHEREAS, the grant of a fifty-year easement without reimbursement has been approved and has been determined not to be incompatible with the public interest.



N O W . T H E R E F O R E .

IN CONSIDERATION of the premises, the mutual benefits and advantages accruing to the parties hereto, and subject to the covenants, conditions, and provisions hereinafter set out, the GRANTOR, represented by the Chief of the Bureau of Yards and Docks, acting under the direction of the Secretary of the Navy, pursuant to the authority of the Act of Congress of March 4, 1911 (36 Stat. 1253; as amended; 43 U.S.C. 961), hereby conveys to the GRANTEE, its successors and assigns, an easement for a period of time not exceeding fifty (50) years from the date of execution hereof, for purpose of installing, maintaining, operating, repairing and replacing overhead telephone lines, hereinafter referred to as the LINES, over, upon, and across the following described land, forming a portion of the United States Marine Corps Base, Camp Lejeune, Onslow County, North Carolina, hereinafter called the PREMISES:

From U.S.M.C. Monument No. 3, North Carolina Grid
Coordinates N 308,905.46 E 2,457,757.69 located approximately
130 feet Northeast from intersection of U. S. Highway No. 17
and Dixon-Sneads Ferry Road; proceed N 17° 26' 50" W a distance
of 293.8 feet to the POINT OF BEGINNING; thence S 16° 18' 20" E
41.0 feet; thence S 51° 24' 50" E 369.0 feet; thence S 64° 55'
42" E 293.0 feet to a point on Southerly U.S.M.C. Reservation
Boundary; thence along said boundary S 83° 23' 35" E 2305.0 feet;
thence S 77° 29' 31" E 277.0 feet; thence S 71° 35' 27" E 1556.0
feet along said boundary; thence S 63° 08' 29" E 138.0 feet;
thence S 71° 35' 27" E 330.0 feet; thence S 32° 03' 30" E 310.0
feet; thence S 19° 07' 05" E 174.0 feet; thence S 24° 25' 51" E
185.0 feet to a point on U.S.M.C. Reservation Boundary; thence
S 19° 07' 05" E 3356.0 feet along said boundary; thence S 21°
37' 42" E 366.0 feet; thence S 24° 21' 06" E 289.0 feet; thence
S 27° 19' 50" E 4570.0 feet along said boundary; thence S 36°
02' 42" E 204.0 feet to a point in the Easterly U.S.M.C. Reserva-
tion Boundary, thence N 41° 07' 25" E 42.5 feet to U.S.M.C.
Monument No. 12; thence along same line of N 41° 07' 25" E 8.5
feet; thence N 36° 02' 42" W 335.0 feet; thence N 27° 19' 50"
W 4340.0 feet; thence N 22° 50' 57" W 727.0 feet; thence N 19°



07' 05" W 3727.0 feet; thence N 32° 03' 30" W 333.5 feet; thence N 71° 35' 27" W 2178.0 feet; thence N 83° 23' 35" W 2380.0 feet; thence N 64° 55' 42" W 348.0 feet; thence N 51° 24' 50" W 426.0 feet to a point on the Westerly U.S.M.C. Reservation Boundary; thence along said boundary S 16° 18' 20" E 39.0 feet to the POINT OF BEGINNING; containing 10.57 acres, more or less, all as shown on Bureau of Yards and Docks Drawing Nos. 566994 and 566995, copies of which are attached hereto and made parts hereof as Exhibits "A" and "B" All bearings refer to North Carolina Grid System.

This easement is granted subject to the following provisions and conditions:

1. By the acceptance of this Grant of Easement, the GRANTEE releases, remises, and forever quitclaims to the GRANTOR all of the GRANTEE'S right, title and interest in and to any and all other easements for telephone lines over the land of the GRANTOR in the vicinity of the Dixon-Sneads Ferry Road, other than the easements for telephone lines which are described and delineated herein and conveyed hereunder.
2. The installation, maintenance, operation, repair, and replacement of the LINES authorized hereby shall be accomplished without cost and expense to the GRANTOR.
3. The GRANTEE shall supervise the LINES and immediately repair any defects which arise therein. Upon completion of the installation of the LINES, and the making of any repairs thereto, the PREMISES shall be restored immediately by the GRANTEE, at the GRANTEE'S own expense, to the same condition as that which existed prior to the commencement of such work.
4. Any property of the GRANTOR damaged or destroyed by the GRANTEE incident to the exercise of the privileges granted hereunder shall be promptly repaired or replaced by the GRANTEE to the satis-

faction of the GRANTOR, or in lieu of such repair or replacement, the GRANTEE shall, if required by the GRANTOR, pay to the GRANTOR money in an amount sufficient to compensate for the loss sustained by the GRANTOR by reason of damages to or destruction of GRANTOR'S property.

5. The GRANTOR reserves to itself the right to construct, use, and maintain across, over, and under the PREMISES, electric transmission, telephone, telegraph, water, gas, gasoline, oil, and sewer lines, and other facilities, and to use the PREMISES for such other purposes as will not interfere with the use of the PREMISES by the GRANTOR for the purposes herein granted.

6. This deed is executed and delivered by the GRANTOR to the GRANTEE without any covenants or warranties as to title whatsoever, either expressed or implied.

7. The acceptance of this deed by the GRANTEE shall have the same effect and binding force upon the GRANTEE and its assigns as if the same were signed and sealed by the GRANTEE.

TO HAVE AND TO HOLD the above described easement unto the GRANTEE, its successors and assigns, for a maximum period of fifty (50) years from the date of execution hereof, PROVIDED, HOWEVER, that in event of the failure of the GRANTEE to comply with the terms and conditions of this easement, or for nonuse for a period of two years, or abandonment of the rights granted hereunder, the interest in land herein granted shall cease and automatically shall revert to and be re-vested in the GRANTOR without the necessity for re-entry by the GRANTOR or the filing of any action at law or in equity by the GRANTOR to regain

possession; and PROVIDED, FURTHER, that fifty (50) years from the date hereof, or on such earlier termination, surrender, forfeiture or annulment of this easement, the GRANTEE shall, if so requested by the GRANTOR, and within such time as the GRANTOR may indicate, remove the LINES from the GRANTOR'S land and restore the land to a condition satisfactory to the GRANTOR. In event the GRANTEE shall fail, neglect, or refuse to remove the said LINES, and to restore the land, the GRANTOR shall have the option either to take over the said LINES as the property of the GRANTOR, without compensation therefor, or to remove the said LINES and perform the restoration work as aforesaid at the expense of the GRANTEE, and in no event shall the GRANTEE have any claim for damages against the GRANTOR or its officers or agents, on account of the taking over of said LINES or on account of their removal.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed by the Chief of the Bureau of Yards and Docks for and on its behalf, and the Seal of the Department of the Navy to be affixed hereto, this 28th day of April, 1954.

(SEAL)

UNITED STATES OF AMERICA

Witnesses:

By /s/ J. R. Perry

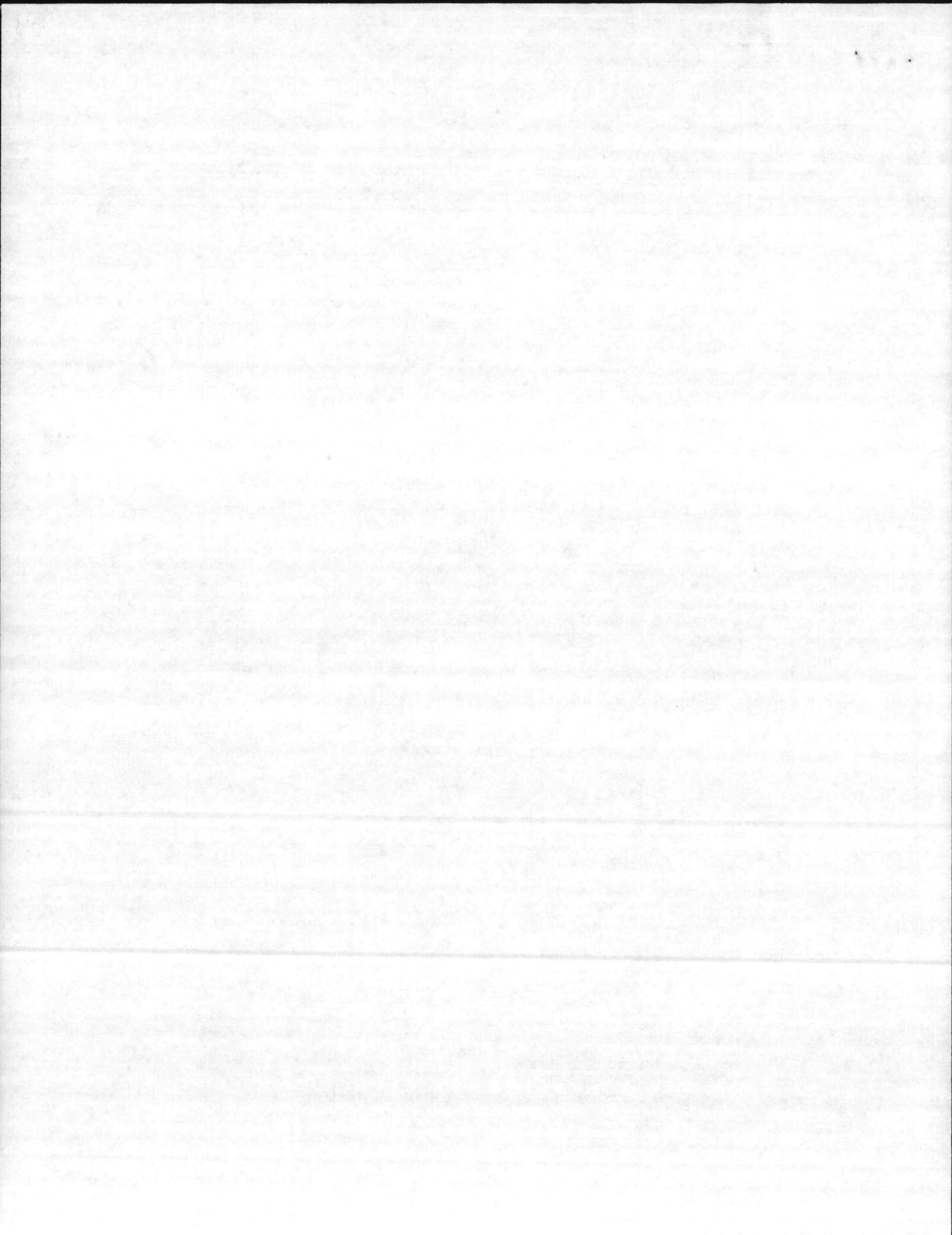
Chief of the Bureau of Yards and Docks acting under the direction of the Secretary of the Navy

/s/ Margie Rogers

/s/ Edgar J. Jenkins

DISTRICT OF COLUMBIA, to-wit:

I, Lucille M. Holland, a Notary Public in and for the said District, do hereby certify that J. R. Perry, party to that certain Grant of Easement bearing date of the 28th day of



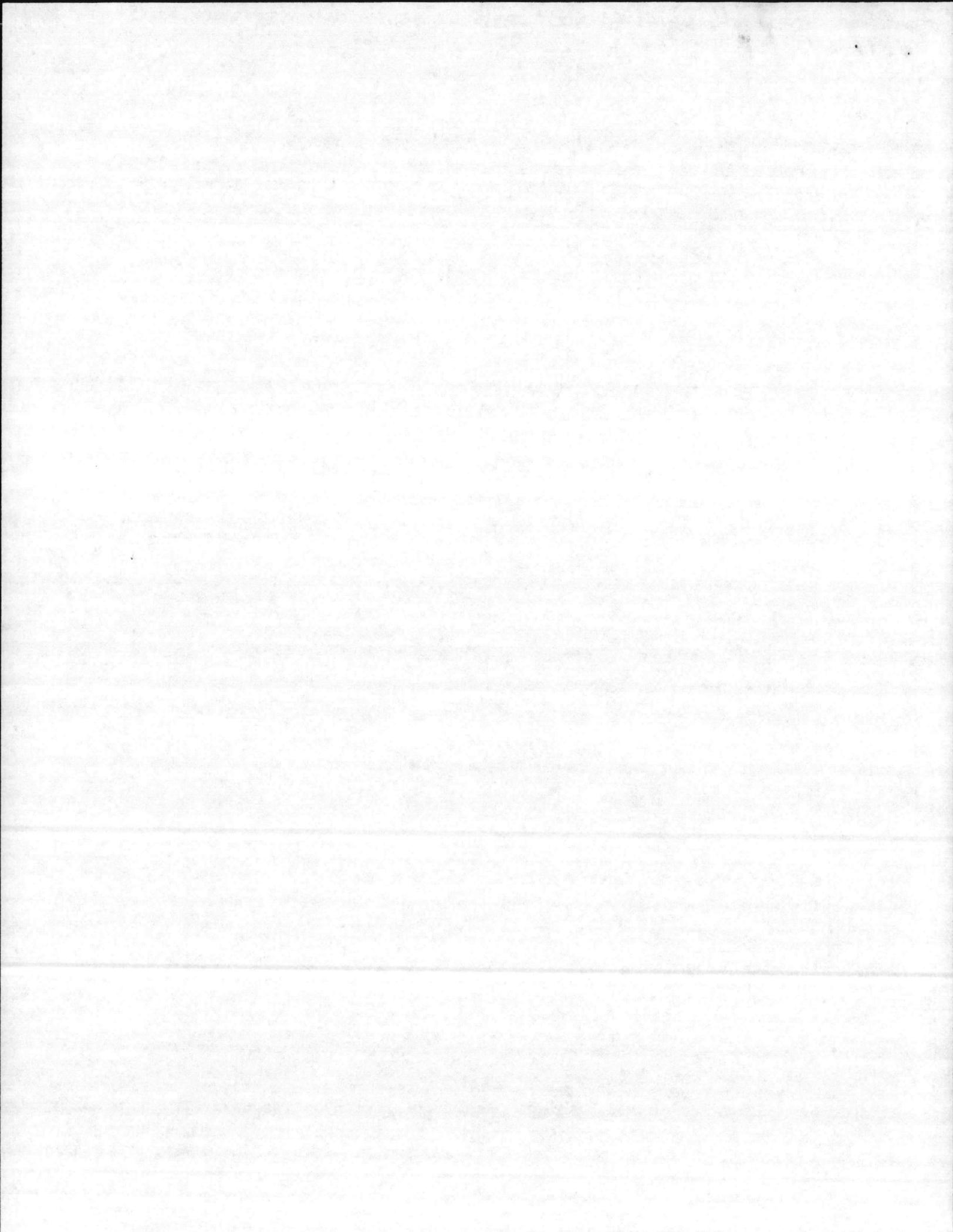
April, 1954, and hereunto annexed, personally well known to me as the person who executed the said Grant of Easement, and acknowledged the same to be his free act and deed in his said capacity, and the free act and deed of the United States of America.

IN WITNESS WHEREOF, I have hereunto set by hand and affixed my official seal this 28th day of April, 1954.

(Notary Seal)

/s/ Lucille M. Holland
Notary Public, Washington, D.C.

My commission
will expire
30 Nov 1956



GRANT OF EASEMENT

THIS INDENTURE, made and entered into by and between the UNITED STATES OF AMERICA, party of the first part, hereinafter called the GRANTOR, and the CAROLINA TELEPHONE AND TELEGRAPH COMPANY, a corporation organized and existing under the laws of the State of North Carolina, with its principal place of business at Tarboro, North Carolina, party of the second part, hereinafter called the GRANTEE,

WITNESSETH THAT:

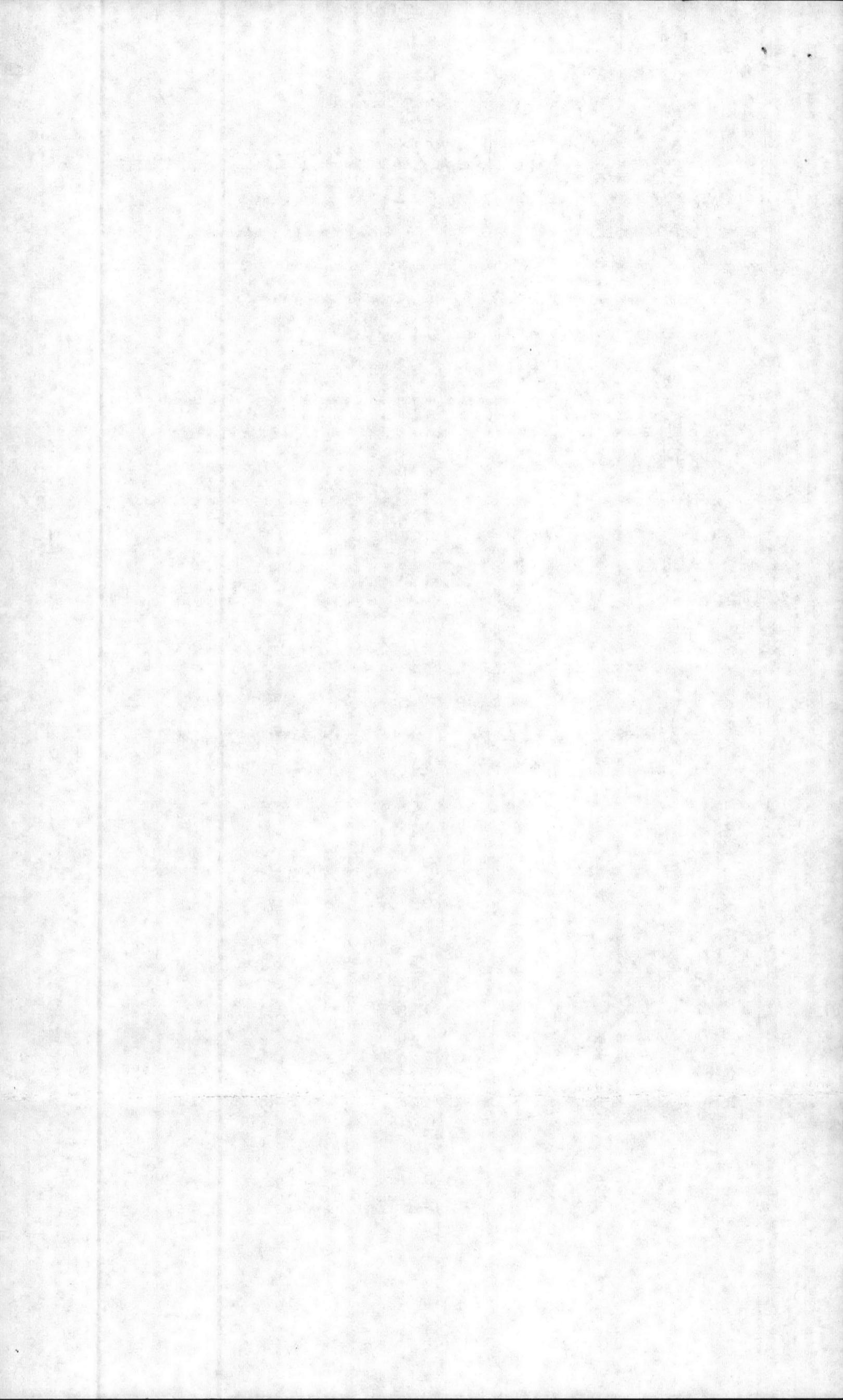
WHEREAS, the GRANTOR previously acquired land for the development of the United States Marine Barracks, Camp Lejeune, Onslow County, North Carolina, adjacent to the Dixon-Sneads Ferry Road, which land was acquired subject to an easement in the GRANTEE for the installation and maintenance of overhead telephone lines, and

WHEREAS, the Dixon-Sneads Ferry Road has been widened, straightened and improved, resulting in the isolation of several small parcels of land which the GRANTOR has acquired, and

WHEREAS, the GRANTEE is desirous of moving its existing telephone lines adjacent to the improved Dixon-Sneads Ferry Road, and the GRANTOR is willing to convey to the GRANTEE additional easement rights in order that GRANTEE can relocate the line, and GRANTEE is willing to convey to the Government its easement interests in the land from which the lines will be removed, and

WHEREAS, the grant of a fifty-year easement without reimbursement has been approved and has been determined not to be incompatible with the public interest;

NOW, THEREFORE, in consideration of the premises, the mutual benefits and advantages accruing to the parties hereto, and subject to the covenants, conditions, and provisions hereinafter set out, the GRANTOR, represented by the Chief of the Bureau of Yards and Docks, acting under the direction of the Secretary of the Navy, pursuant to the authority of the Act of Congress of March 4, 1911 (36 Stat. 1253; as amended, 43 U.S.C. 961),



conveys to the GRANTEE, its successors and assigns, an easement for a period of time not exceeding fifth (50) years from the date of execution hereof, for purpose of installing, maintaining, operating, repairing and replacing overhead telephons lines, hereinafter referred to as the LINES, over, upon, and across the following described land, forming a portion of the United States Marine Barracks, Camp Lejeune, Onslow County, North Carolina, hereinafter called the PREMISES;

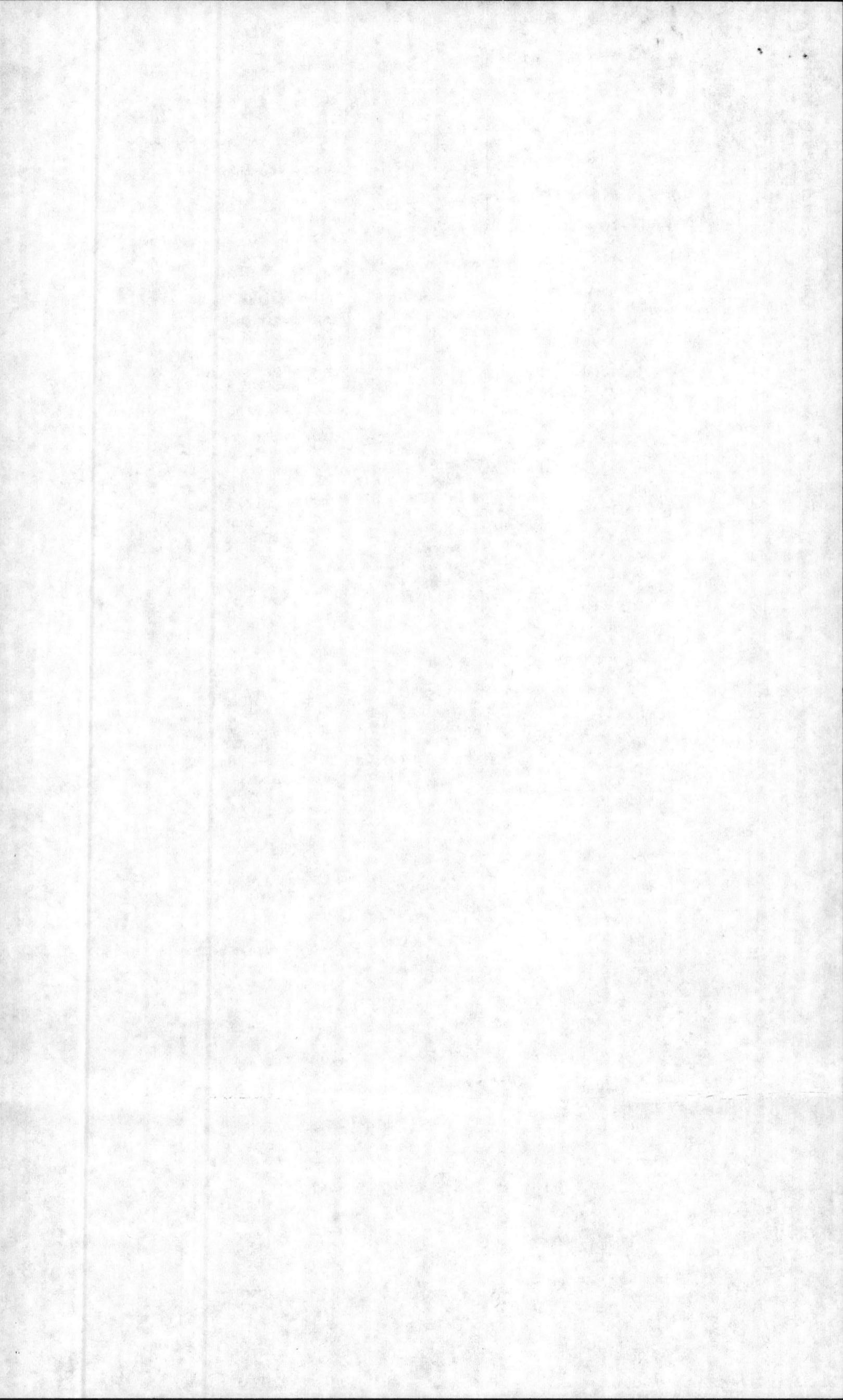
From U.S.M.C. Monument No. 3, N. C. Grid Coordinates N 308,905.46 E 2,457,757.69 located approximately 130 feet Northeast from intersection of U. S. Highway No. 17 and Dixon-Sneads Ferry Road; proceed N 17° 26' 50" W a distance of 293.8 feet to the point of beginning of "Easement for Right-of-Way (Pole Line)". Said point being on U.S.M.C. Reservation Boundary.

Thence S 16° 18' 20" E 41.0 feet; thence S 51° 24' 50" E. 369.0 feet; thence S 64° 55' 42" E 293.0 feet to a point on Southerly U.S.M.C. Reservation Boundary; thence along said boundary S 83° 23' 35" E 2305.0 feet; thence S 77° 29' 31" E 277.0 feet; thence S 71° 35' 27" E 1556.0 feet along said boundary; thence S 63° 08' 29" E 138.0 feet; thence S 71° 35' 27" E 330.0 feet; thence S 32° 03' 30" E 310.0 feet; thence S 19° 07' 05" E 174.0 feet; thence S 24° 25' 51" E 185.0 feet to a point again on U.S.M.C. Reservation Boundary; thence S 19° 07' 05" E 3356.0 feet along said boundary; thence S 21° 37' 42" E 366.0 feet; thence S 24° 21' 06" E 289.0 feet; thence S 27° 19' 50" E 4570.0 feet along said boundary; thence S 36° 02' 42" E 204.0 feet to a point in the Easterly U.S.M.C. Reservation Boundary, thence N 41° 07' 25" E 42.5 feet to U.S.M.C. Monument No. 12; thence along same line of N 41° 07' 25" E 8.5 feet; thence N 36° 02' 42" W 335.0 feet; thence N 27° 19' 50" W 4340.0 feet; thence N 22° 50' 57" W 727.0 feet; thence N 19° 07' 05" W 3727.0 feet; thence N 32° 03' 30" W 333.5 feet; thence N 71° 35' 27" W 2178.0 feet; thence N 83° 23' 35" W 2380.0 feet; thence N 64° 55' 42" W 348.0 feet; thence N 51° 24' 50" W 426.0 feet to a point on the Westerly U.S.M.C. Reservation Boundary; thence along said boundary S 16° 18' 20" E 39.0 feet to point of beginning of "Easement for Right-of-Way (Pole Line)";

Said description containing 10.57 acres more or less and all bearings refer to N. C. Grid System; all as more completely described and delineated on Yards and Docks Drawings No. 566994 and 566995, copies of which are attached hereto and made a part hereof as Exhibit "A".

This easement is granted subject to the following provisions and conditions;

1. By the acceptance of this Grant of Easement, the GRANTEE releases, remises, and forever quitclaims to the GRANTOR all of the GRANTEE'S right, title and interest in and to any and all other easements for telephone lines over the land of the GRANTOR in the vicinity of the Dixon-Sneads Ferry Road, other than the easements for telephone lines which are described and delineated



herein and conveyed hereunder.

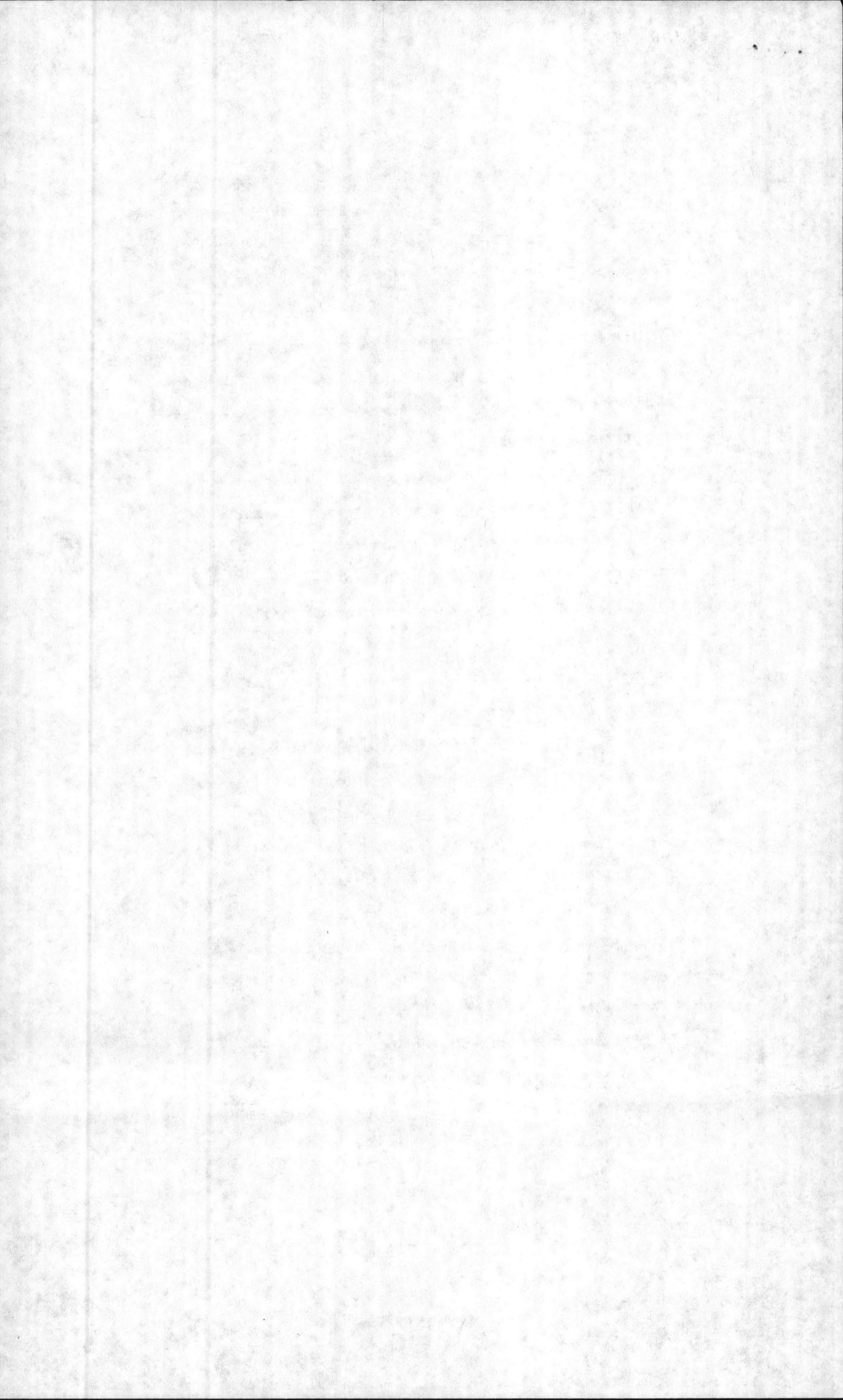
2. The installation, maintenance, operation, repair, and replacement of the LINES authorized hereby shall be accomplished without cost and expense to the GRANTOR.

3. The GRANTEE shall supervise the LINES and immediately repair any defects which arise therein. Upon completion of the installation of the LINES, and the making of any repairs thereto, the PREMISES shall be restored immediately by the GRANTEE, at the GRANTEE'S own expense, to the same condition as that which existed prior to the commencement of such work.

4. Any property of the GRANTOR damaged or destroyed by the GRANTEE incident to the exercise of the privileges granted hereunder shall be promptly repaired or replaced by the GRANTEE to the satisfaction of the GRANTOR, or in lieu of such repair or replacement, the GRANTEE shall, if required by the GRANTOR, pay to the GRANTOR money in an amount sufficient to compensate for the loss sustained by the GRANTOR by reason of damages to or destruction of GRANTOR'S property.

5. The GRANTOR reserves to itself the right to construct, use, and maintain across, over, and under the PREMISES, electric transmission, telephone, telegraph, water, gas, gasoline, oil, and sewer lines, and other facilities, and to use the PREMISES for such other purposes as will not interfere with the use of the PREMISES by the GRANTOR for the purposes herein granted.

7. The GRANTEE shall furnish through the LINES such service as may be required from time to time for Government use at the United States Marine Barracks, Camp Lejeune, North Carolina, provided that payment for all such services will be made by the GRANTOR at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the GRANTEE for similar services.

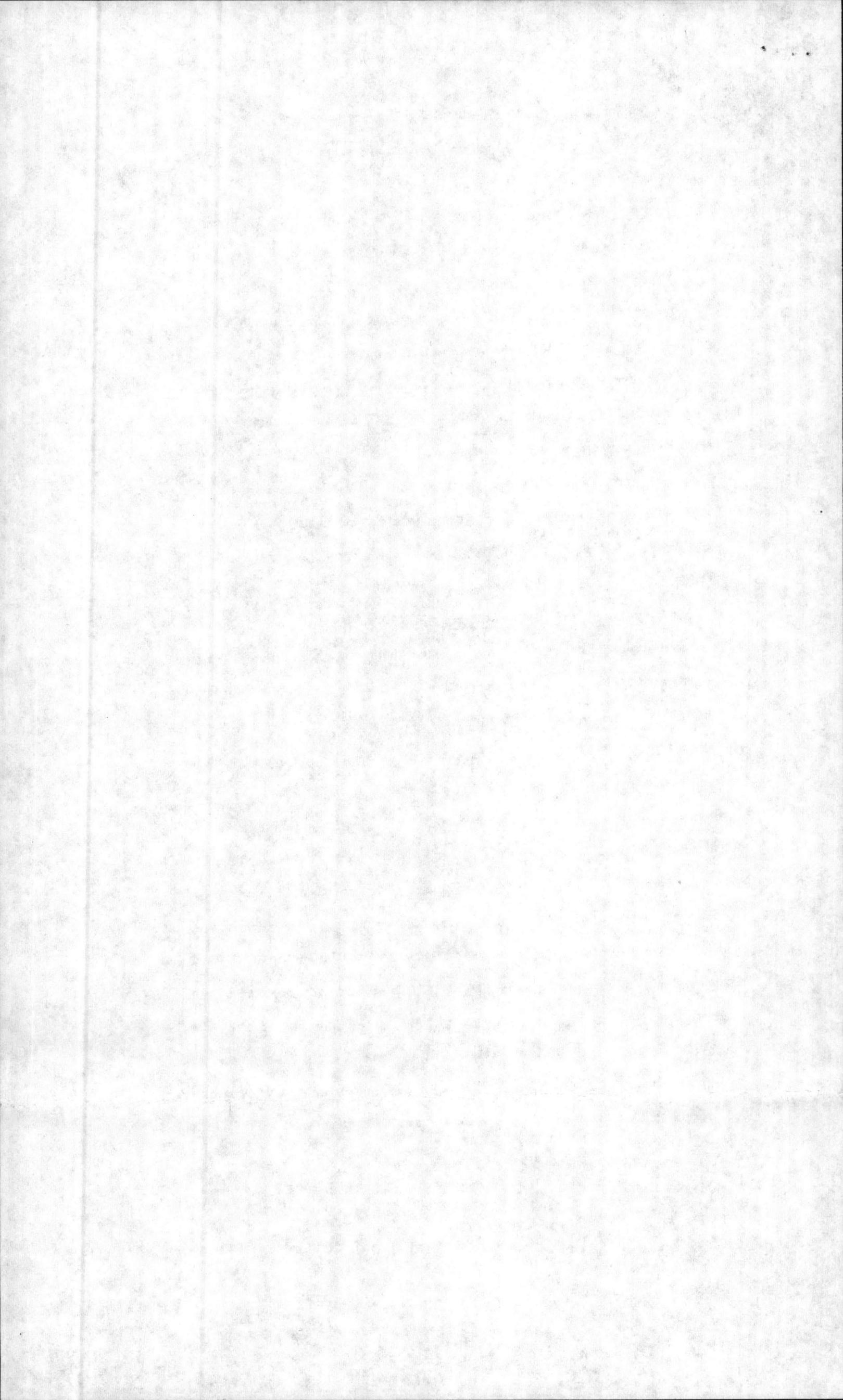


8. This deed is executed and delivered by the GRANTOR to the GRANTEE without any covenants or warranties as to title whatsoever, either expressed or implied.

9. The acceptance of this deed by the GRANTEE shall have the same effect and binding force upon the GRANTEE and its assigns as if the same were signed and sealed by the GRANTEE.

TO HAVE AND TO HOLD the above described easement unto the GRANTEE, its successors and assigns, for a maximum period of fifty (50) years from the date of execution hereof, PROVIDED, HOWEVER, that in event of the failure of the GRANTEE to comply with the terms and conditions of this easement, or for nonuse for a period of two years, or abandonment of the rights granted hereunder, the interest in land herein granted shall cease and automatically shall revert to and be revested in the GRANTOR without the necessity for reentry by the GRANTOR or the filing of any action at law or in equity by the GRANTOR to regain possession; and PROVIDED, FURTHER, that fifty (50) years from the date hereof, or on such earlier termination, surrender, forfeiture or annulment of this easement, the GRANTEE shall, if so requested by the GRANTOR, and within such time as the GRANTOR may indicate, remove the LINES from the GRANTOR'S land and restore the land to a condition satisfactory to the GRANTOR. In event the GRANTEE shall fail, neglect, or refuse to remove the said LINES, and to restore the land, the GRANTOR shall have the option either to take over the said LINES as the property of the GRANTOR, without compensation therefor, or to remove the said LINES and perform the restoration work as aforesaid at the expense of the GRANTEE, and in no event shall the GRANTEE have any claim for damages against the GRANTOR or its officers or agents, on account of the taking over of said LINES or on account of their removal.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed by the Chief of the Bureau of Yards and Docks for and on its behalf, and the Seal of the Department of the Navy to be affixed



GRANT OF EASEMENT

hereto, this _____ day of _____, 1953.

(SEAL)

THE UNITED STATES OF AMERICA

Witnesses

By

Chief of the Bureau of Yards and Docks acting under the direction of the Secretary of the Navy

DISTRICT OF COLUMBIA, to wit

I, _____, a Notary Public in and for the said District, do hereby certify that _____ party to that certain Grant of Easement bearing date of the _____ day of _____, 1953, and hereunto annexed, personally well known to me as the person who executed the said Grant of Easement, and acknowledged the same to be his free act and deed in his said capacity, and the free act and deed of the United States of America.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this _____ day of _____, 1953.

Notary Public, Washington, D. C.

