



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

TELEPHONE NO.  
444-7411  
IN REPLY REFER TO:

241:JLB  
EO-234  
26 JAN 1977

Mr. Claude P. Smith  
1500 Carey-Macedonia Road  
Raleigh, North Carolina 27606

Dear Mr. Smith:

Easement NF(R)-33862, covering the construction and maintenance of an access road across the Government-owned Camp Lejeune - Cherry Point Railroad, Camp Lejeune, North Carolina, has been executed on behalf of the Government and an original is forwarded for your records.

After recordation, please furnish us with the deed book and page number.

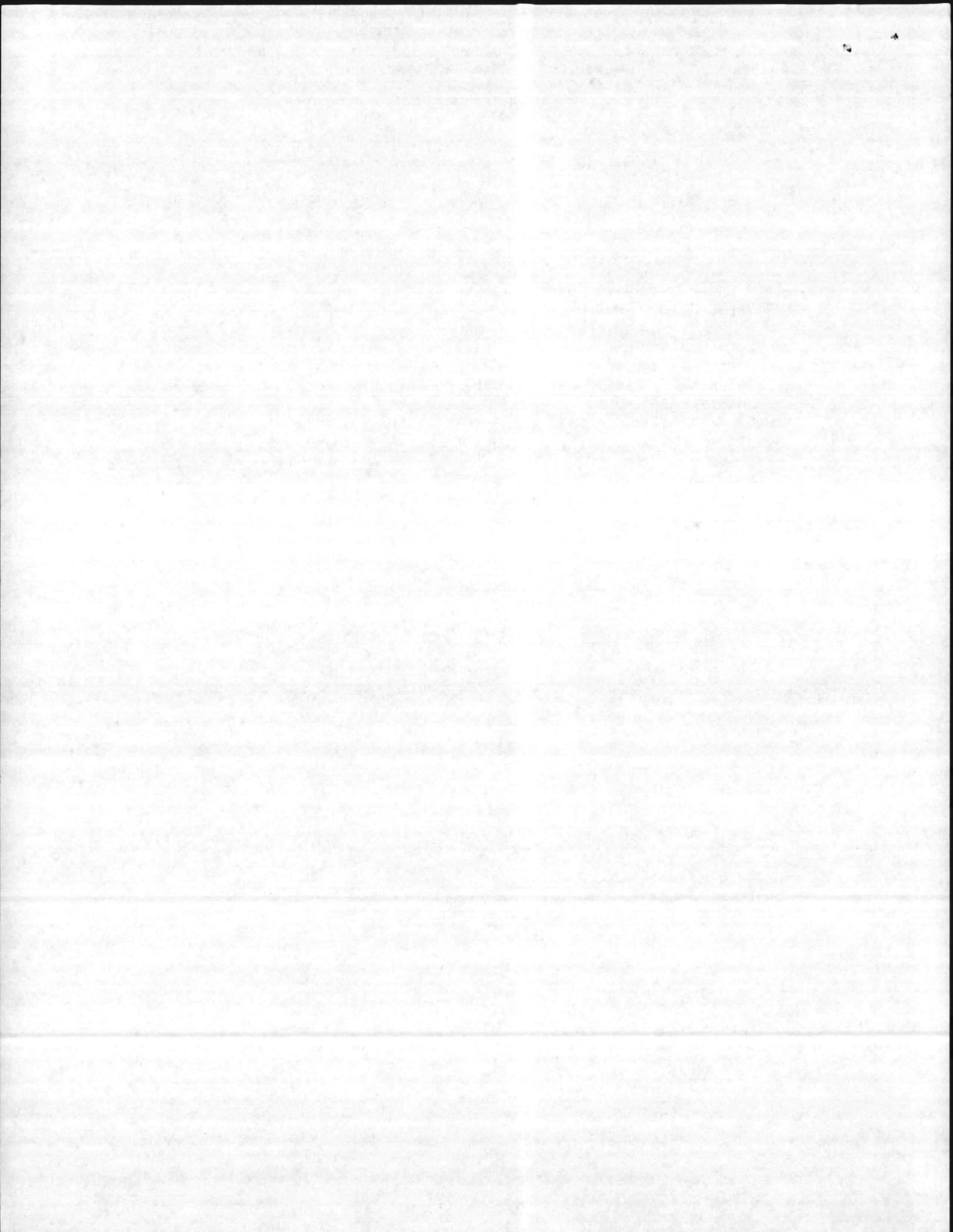
Sincerely yours,

M. L. SPRUILL  
Head, Operations Branch  
Real Estate Division  
By direction of the Commander

Enclosure

Copy to:  
COMNAVFACENGCOM  
NAVREGFINCEN WASH DC  
→ MARCORB CAMLEJ





All correspondence pertaining to  
this document should include a  
reference to NE(A) 33862

GRANT OF EASEMENT

THIS INDENTURE, made the 24th day of January, 19 77,  
between the United States of America, herein called the GOVERNMENT,  
acting through the Department of the Navy, and Mr. Claude P. Smith,  
herein called the GRANTEE.

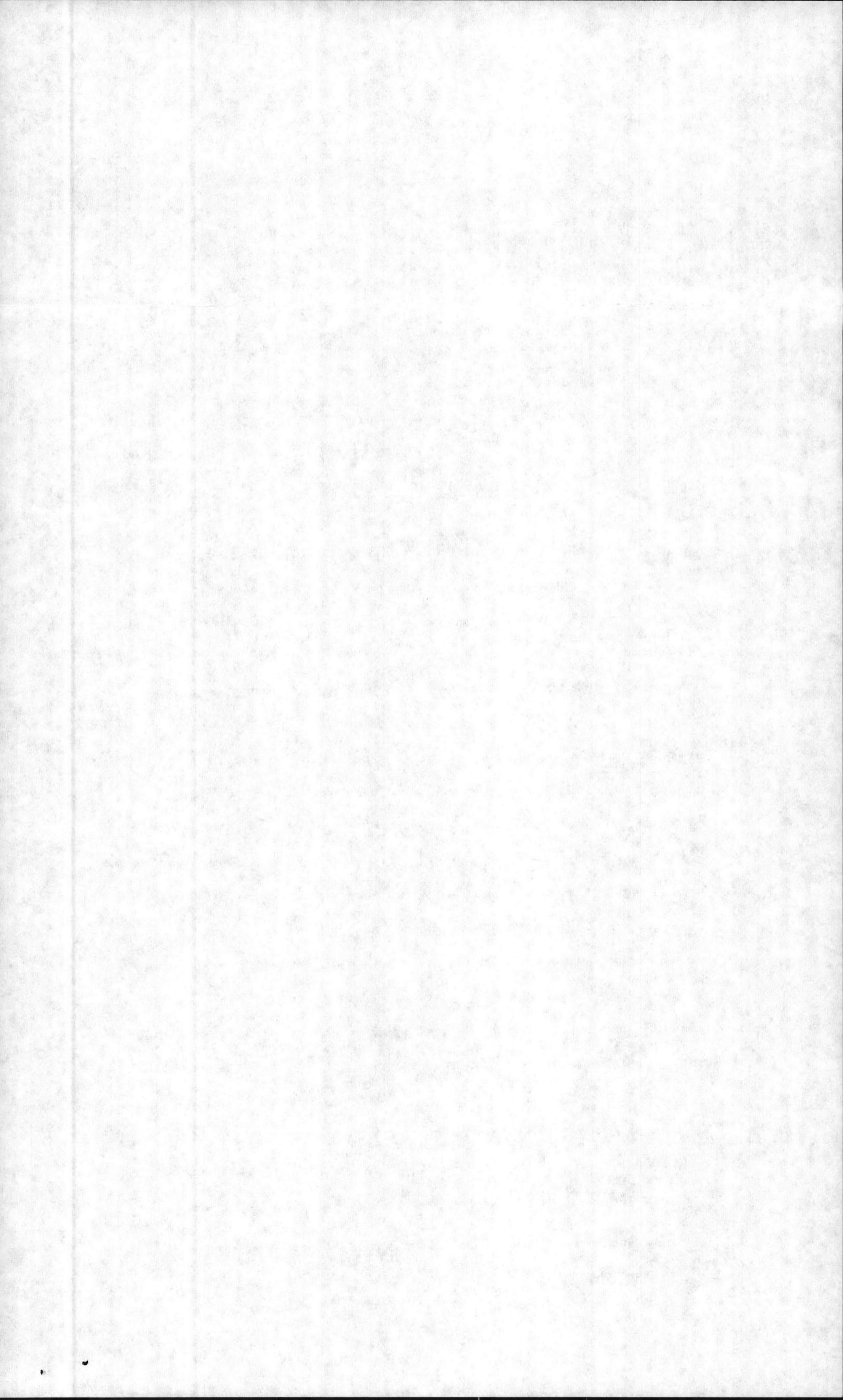
WHEREAS, the GOVERNMENT owns that certain real property, identi-  
fied as the Camp Lejeune - Cherry Point Railroad, connecting the Marine  
Corps Base, Camp Lejeune, North Carolina with the Marine Corps Air  
Station, Cherry Point, North Carolina, herein called the RAILROAD; and

WHEREAS, the GRANTEE has requested an easement for the con-  
struction, installation, operation, maintenance, repair, and replacement  
of a railroad crossing, to provide access to the GRANTEE'S lands, on  
that portion of the RAILROAD hereinafter described; and

WHEREAS, the Secretary of the Navy has found that the grant of  
such easement on the terms and conditions hereinafter stated is not  
incompatible with the public interest;

NOW, THEREFORE, this indenture witnesseth that, in consideration  
of Three Hundred Dollars (\$300.00), paid by the GRANTEE to the GOVERNMENT,  
the GOVERNMENT hereby grants to the said Mr. Claude P. Smith and his  
heirs, representatives, and assigns in perpetuity an easement for the  
construction, installation, operation, maintenance, repair, and replace-  
ment of a railroad crossing road, herein called the ROAD, such easement  
being over and across that portion of the RAILROAD hereinafter called  
the PREMISES, and described as follows:

BEGINNING at a point in the center of the Camp Lejeune -  
Cherry Point Railroad, said point being designated as  
point number 24 as shown on a map entitled, "Claude P.  
Smith Land, White Oak Township, Onslow County, North  
Carolina" prepared by Salmon-Matthis and Associates,  
P. A., Registered Land Surveyors, dated February 16,  
1976 and attached hereto as Exhibit "A", said point  
being located S 74° 30' 38" W 742.27 feet from Milepost  
number 5; running thence from said beginning point so  
located N 26° 14' 22" W 244.29 feet to a point on the  
Northern Right-of-Way Line of said RAILROAD designated  
as point number 25; thence with the Northern Right of



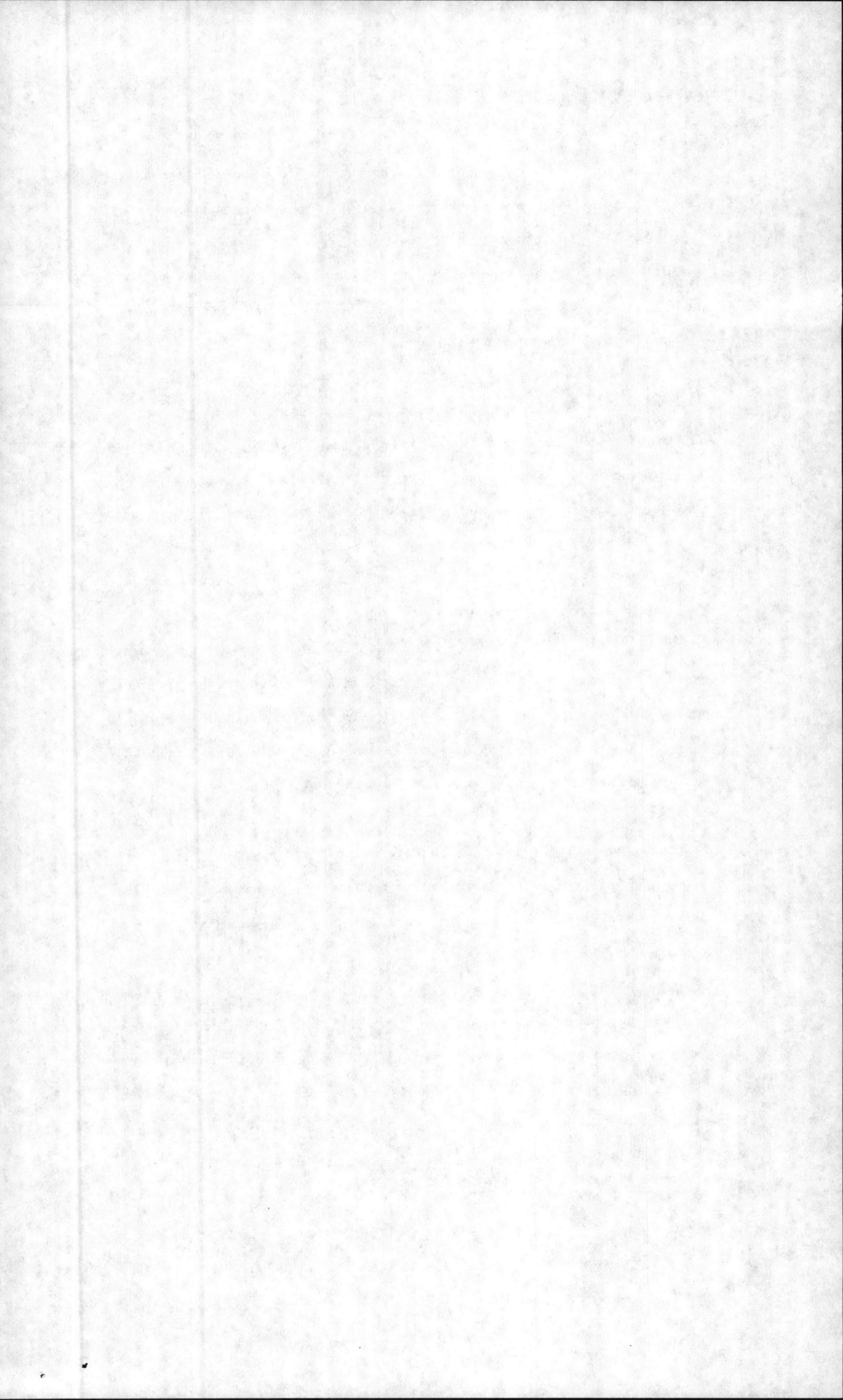
said RAILROAD, S 74° 30' 38" W 61.07 feet to a point designated as point number 28; thence N 26° 14' 22" W 76.34 feet to the point of beginning.

Said PREMISES being a part of Parcel 6 of the GOVERNMENT'S railroad right-of-way, acquired by warranty deed dated 27 July 1954 from B. M. Littleton and filed for registration on 27 July 1954 in Onslow County Deed Book 248, page 603, and shown on LANTDOCKS Drawing No. 71406 entitled, "Real Estate Summary Map, Marine Corps Base, Camp Lejeune, North Carolina, Camp Lejeune - Cherry Point Railroad Right of Way."

SUBJECT to that certain Lease of RAILROAD between the GOVERNMENT and SOUTHERN RAILWAY SYSTEM numbered NOM-71659, and SUBJECT to all public utility easements in, on, or under the RAILROAD.

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

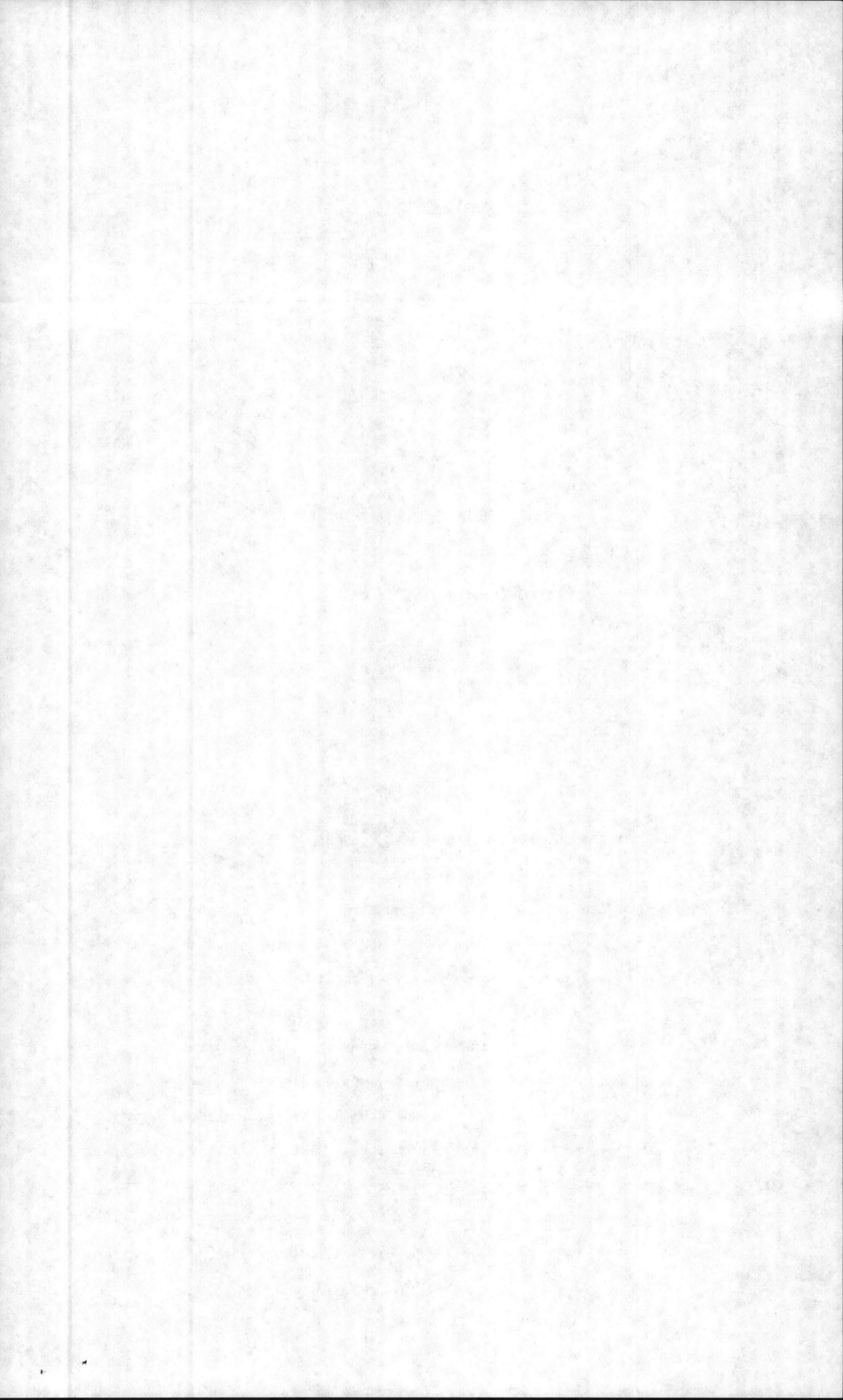
1. All work in connection with the construction, installation, operation, repair, maintenance, replacement, or removal of the ROAD shall be done without cost or expense to the GOVERNMENT, and in accordance with plans previously approved by the Commander, Atlantic Division, Naval Facilities Engineering Command.
2. The GRANTEE shall maintain the entire PREMISES and the ROAD in good condition at all times and shall promptly make all repairs thereto that may be necessary for the preservation of the condition of the PREMISES and the continued operation and maintenance of the ROAD, including that portion of the PREMISES lying between the tracks of RAILROAD. The GRANTEE shall provide and maintain any signalization required by the Department of Transportation, Division of Highways, State of North Carolina.
3. The GRANTEE'S rights hereunder shall be subject to such reasonable rules and regulations as may be prescribed by the GOVERNMENT to assure that the exercise of such rights will not interfere with GOVERNMENT activities on the RAILROAD. The GRANTEE shall not block RAILROAD, and, when crossing same, GRANTEE shall exercise caution and shall yield the right-of-way to all traffic along RAILROAD.



4. The GOVERNMENT reserves the right to make such connections between the ROAD herein authorized and other roads at the Marine Corps Base, Camp Lejeune, as the GOVERNMENT may consider necessary, and also reserves to itself rights-of-way for all purposes on, under, over, or across the right-of-way herein granted; provided, however, that such reserved rights-of-way shall be used in a manner that will not unreasonably interfere with the use and enjoyment by the GRANTEE of the easement rights granted herein.

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

6. Upon termination of the easement granted herein, if desired



writing annexed hereto, bearing the date on the 24th day of  
January, 1977, has acknowledged the same before me in my  
City aforesaid.

Given under my hand this 24th day of January, 1977.

William C. Alset  
Notary Public

My commission expires 11 March 1979.

