

Triplicate Original

 DIRECTOR OF  
 ANDREW D. DANIEL  
 ATTORNEY

## GRANT OF EASEMENT

THIS INDENTURE, made this 3rd day of November, 1982 by and between the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT, acting by and through the Department of the Navy, and CAROLINA POWER & LIGHT COMPANY, a North Carolina corporation, hereinafter called the GRANTEE.

W I T N E S S E T H:

WHEREAS, the GOVERNMENT owns that certain real property identified as the Marine Corps Base, Camp Lejeune, Onslow County, North Carolina, hereinafter called the BASE; and

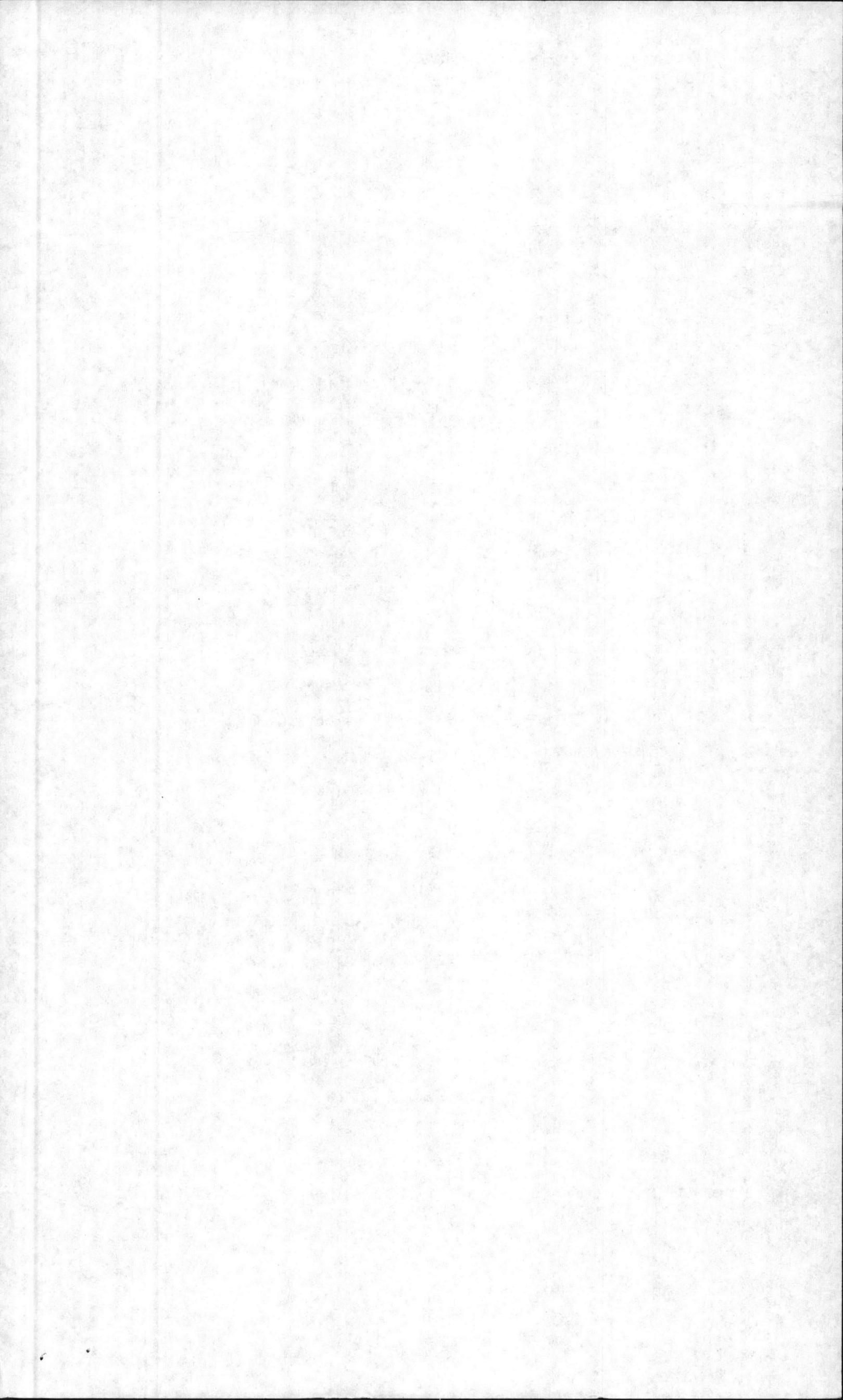
WHEREAS, the GRANTEE has requested the conveyance of an easement for the construction, installation, maintenance, operation, repair and replacement of a 23KV electric distribution circuit and related poles, transmission lines and appurtenances on, under and over that portion of the BASE as hereinafter described; and

WHEREAS, portions of GRANTEE's aforesaid electric distribution poles and facilities will be made available to the GOVERNMENT for the installation, operation and maintenance of GOVERNMENT electric distribution lines and facilities serving said BASE; and

WHEREAS, the requested easement will reduce necessary construction, maintenance, and operating costs to the GOVERNMENT for the aforesaid electric distribution lines and facilities; and

WHEREAS, the Secretary of the Navy has found that the granting of such easement on the terms and conditions hereinafter stated will not be incompatible with the public interest.

NOW, THEREFORE, this indenture witnesseth that, for and in consideration of the premises and the mutual benefits to be derived therefrom, the GOVERNMENT hereby grants to the CAROLINA POWER & LIGHT COMPANY, its successors and assigns, for a period of fifty (50) years from the date hereof, an easement for the construction, installation,



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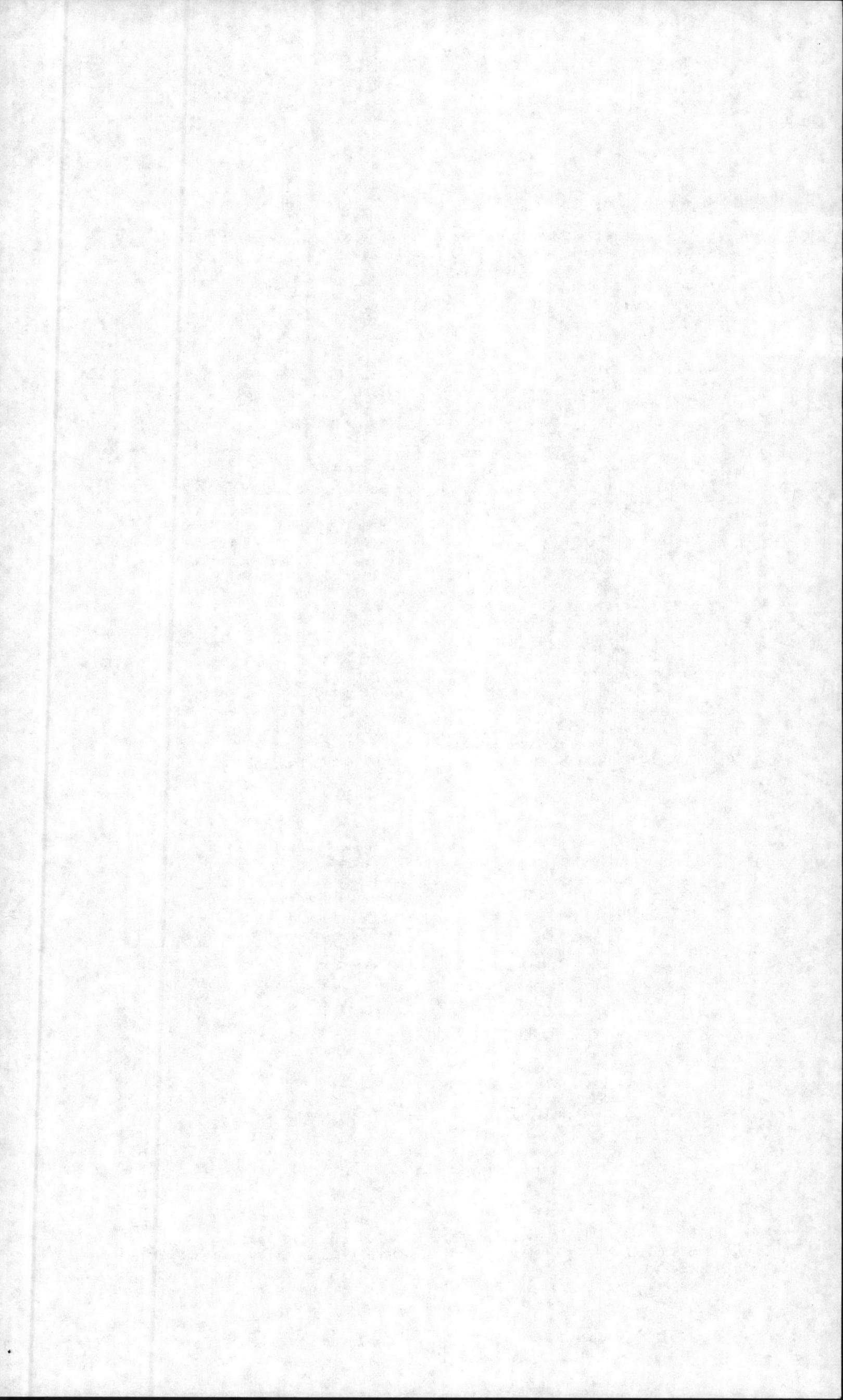
All those certain two (2) strips or parcels of land situate at the Marine Corps Base, Camp Lejeune, Onslow County, North Carolina, and comprising all that real property located within a distance of fifteen (15) feet on either side of the hereinafter described center lines(s):

Parcel No. 1

BEGINNING at a point in the center line of the East bound lanes of NC Highway 24 (N. C. Grid Coordinates - Y = 365606.85, X = 2484483.68), said point being located North 78 degrees 21 minutes 25 seconds West 7074.46 feet from North Carolina Geodetic Survey Monument "Terrance" (N. C. Grid Coordinates - Y = 364179.06, X = 2491412.57); thence from the above described point of beginning, South 11 degrees 09 minutes 40 seconds East 71.35 feet to a point (N. C. Grid Coordinates - Y = 365536.85, X = 2484497.50); thence North 79 degrees 20 minutes 30 seconds West 73.23 feet to a point (N. C. Grid Coordinates - Y = 365550.39, X = 2484425.52); thence South 19 degrees 31 minutes West 107.75 feet to a point (N. C. Grid Coordinates - Y = 365448.82, X = 2484389.52); thence South 26 degrees 20 minutes 30 seconds West 108.15 feet to a point (N. C. Grid Coordinates - Y = 365351.90, X = 2484341.54); thence South 43 degrees 08 minutes 15 seconds West 123.11 feet to a point (N. C. Grid Coordinates - Y = 365262.06, X = 2484257.36), and being as shown on James E. Stewart and Associates, Inc., Plat entitled Carolina Power & Light Company, Raleigh, N.C., "Camp Knox Road Section" Camp Lejeune, dated 20 October 1982, attached hereto and made a part hereof as Exhibit "A".

Parcel No. 2

BEGINNING at a point in the fence line of the substation located near Northeast Creek and N. C. Highway 24 (N. C. Grid Coordinates - Y = 361186.34, X = 2494876.62), said point being located South 49 degrees 10 minutes 30 seconds East 4577.77 feet from North Carolina Geodetic Survey Monument "Terrance" (N. C. Grid Coordinates - Y = 364179.06, X = 2491412.57); thence from the above-described point of beginning, North 78 degrees 10 minutes 55 seconds East 27.55 feet to a point (N. C. Grid Coordinates - Y = 361191.99, X = 2494903.59); thence North 40 degrees 52 minutes 50 seconds East 121.98 feet to a point (N. C. Grid Coordinates - Y = 361284.21, X = 2494983.42); thence North 28 degrees 59 minutes 50 seconds West 613.58 feet to a point (N. C. Grid Coordinates - Y = 361820.87, X = 2494685.97); thence North 45 degrees 52 minutes 45 seconds West 63.11 feet to a point on the approximate Southeastern mean high water mark of Northeast Creek (N. C. Grid Coordinates - Y = 361864.80, X = 2494640.66); thence crossing said creek with a tie line (easement not being included along tie line), North 45 degrees 52 minutes 45 seconds West 864.04 feet to a point on the approximate Northwestern mean high water mark of said creek (N. C. Grid Coordinates - Y = 362466.32, X = 2494020.40); thence continuing with the center line of the easement, North 45 degrees 52 minutes 45 seconds West 29.0 feet to a point (N. C. Grid Coordinates - Y = 362486.51, X = 2493999.58); thence North 49 degrees 11 minutes 40 seconds West 310.12 feet to a point (N. C. Grid Coordinates - Y = 362689.17, X = 2493764.84); thence North 48 degrees 32 minutes 55 seconds West 303.20 feet to a point (N. C. Grid Coordinates - Y = 362889.89, X = 2493537.58); thence, South 86 degrees 27 minutes West 3.54 feet to a point (N. C. Grid Coordinates - Y = 362889.67, X = 2493534.05); thence North 50 degrees 52 minutes 05 seconds West 678.58 feet to a point (N. C. Grid Coordinates - Y = 363317.93, X = 2493007.68); thence North 55 degrees 59 minutes 30 seconds West 268.25 feet to a point (N. C. Grid Coordinates - Y = 363467.97, X = 2492785.31); thence North 68 degrees 25 minutes 15 seconds West 586.03 feet to a point (N. C. Grid Coordinates - Y = 363683.50,



PAGE TWO

X = 2492240.36); thence North 68 degrees 24 minutes 10 seconds West 1468.76 feet to a point (N.C. Grid Coordinates - Y = 364224.13, X = 2490874.72); thence North 80 degrees 34 minutes 15 seconds West 1133.65 feet to a point (N. C. Grid Coordinates - Y = 364409.86, X = 2489756.39); thence North 87 degrees 21 minutes 05 seconds West 201.03 feet to a point (N. C. Grid Coordinates - Y = 364419.15, X = 2489555.57); thence North 80 degrees 35 minutes 30 seconds West 543.08 feet to a point (N. C. Grid Coordinates - Y = 364507.93, X = 2489019.80), and being as shown on James E. Stewart and Associates, Inc., Plat entitled Carolina Power & Light Company, Raleigh, N.C., "Tarawa Terrace Section", Camp Lejeune, dated 20 October 1982, attached hereto and made a part hereof as Exhibit "B".

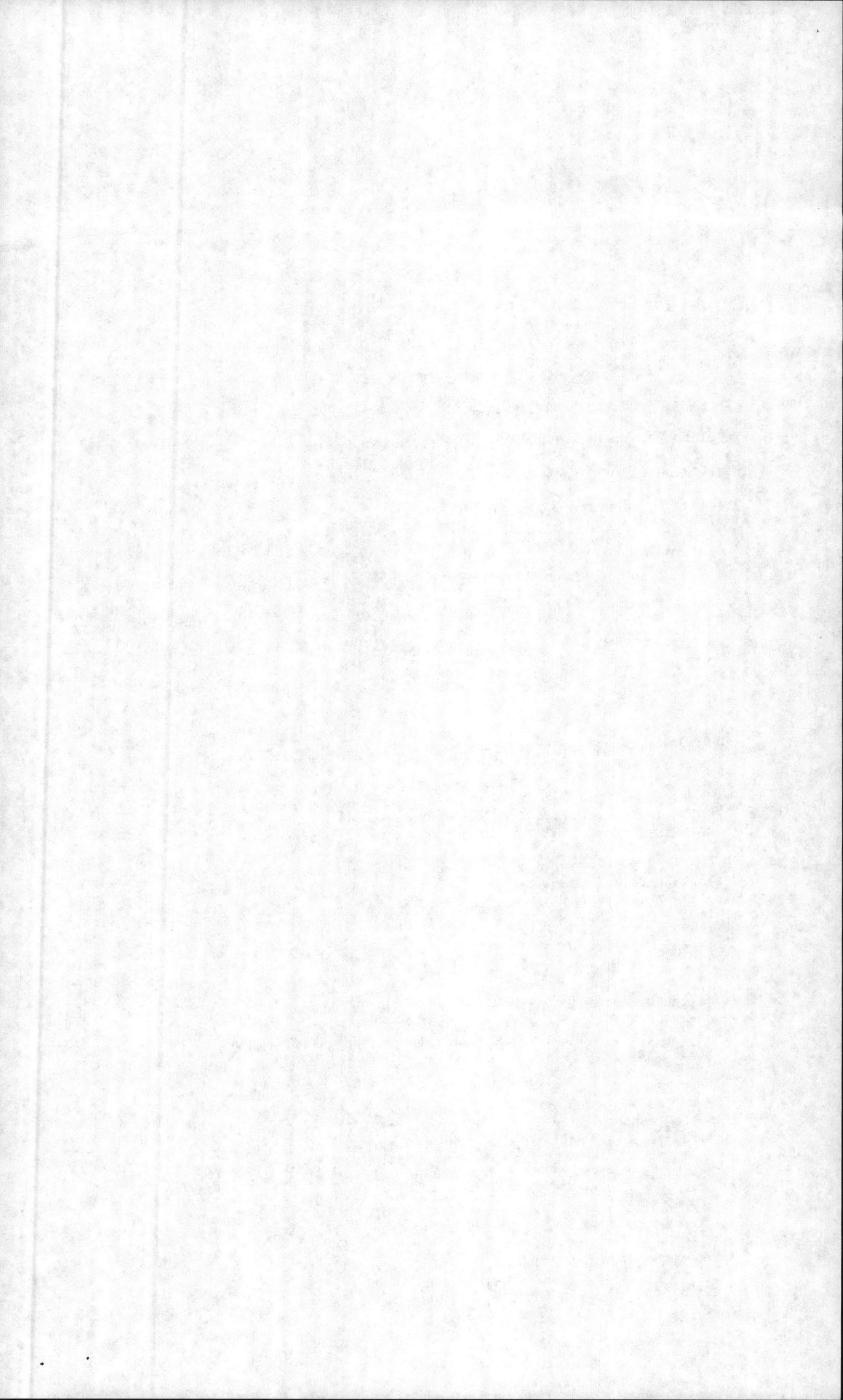
The width of aforesaid easement area shall be as necessary and reasonable for the purposes granted but shall not exceed a distance of fifteen (15) feet on either side of the above-described center lines nor extend beyond property of the Government.

SUBJECT, HOWEVER, to:

- a. GOVERNMENT-owned railroad, railroad right of way, trackage and related facilities, all existing roads and utility easements, if any, and to such utility lines and facilities or other improvements as may now be located on, over, or under said PREMISES; and
- b. Lease and Use Agreement between the UNITED STATES OF AMERICA and Camp Lejeune Railroad Company and Atlantic Coast Line Railroad Company, Contract Number NOm-71659, dated September 2, 1960, the term of which was extended on August 31, 1963 to August 31, 1984.

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

1. All work in connection with the construction, installation, operation, repair, and replacement of the LINE 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, without cost or expense to the GOVERNMENT, shall relocate and transfer the existing GOVERNMENT-owned electric distribution feeders to the GRANTEE's new poles, herein authorized, including insulators and cross-arms and shall remove and stockpile the existing GOVERNMENT-owned poles. Thereafter, the GOVERNMENT shall have the right, for so long as this easement shall continue in force and effect, to take such action as may be determined necessary for the proper operation, maintenance, repair and replacement of said GOVERNMENT-owned facilities.



3. The GRANTEE shall maintain the PREMISES and the LINE 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 LINE.

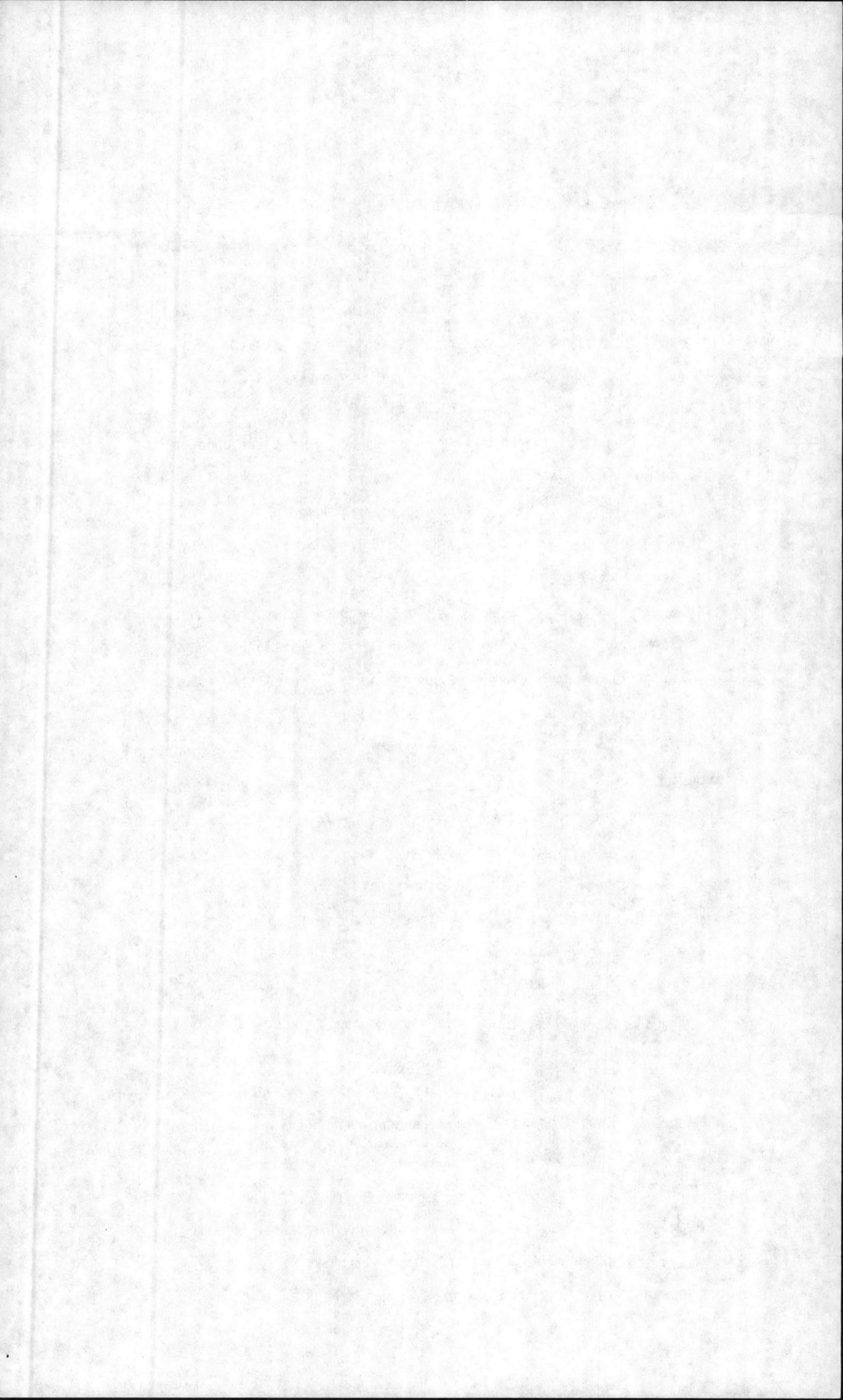
4. The GRANTEE's rights hereunder shall be subject to such reasonable rules and regulations as may be prescribed by the GOVERNMENT to assure that the exercise of such rights will not interfere with GOVERNMENT activities at the BASE.

5. GRANTEE hereby assumes liability for loss of or damage to GOVERNMENT property resulting from or arising out of the GRANTEE's exercise of the rights herein granted. Any such property so lost or damaged shall be promptly replaced, repaired or restored by the GRANTEE to a condition as good as that which existed prior to such loss or damage occurred, provided that the GRANTEE may at its option in lieu of such replacement, repair or restoration, reimburse the GOVERNMENT (in an amount to be determined by the GOVERNMENT) for the cost of any such property.

6. GRANTEE shall indemnify and save harmless the GOVERNMENT, its officers, agents, servants, and employees from all liability under the Federal Tort Claims Act or otherwise, for death of or injury to all persons, or loss of or damage to the property of all persons resulting from or arising out of the GRANTEE's use of the easement rights herein granted.

7. Upon the termination of this easement, the GRANTEE, at its own expense, shall remove, to the extent requested by the GOVERNMENT, improvements installed or constructed hereunder, and shall restore the PREMISES to the same or a condition as good as that which existed prior to the exercise by the GRANTEE of its rights hereunder. Such restoration shall be done in a manner satisfactory to the Commander, Atlantic Division, Naval Facilities Engineering Command.

8. If, at any future time, the GOVERNMENT determines that the GRANTEE's LINE, or any portion thereof, unduly interferes with any of GOVERNMENT's activities, it shall have the right to terminate this



easement, in whole or in part, to the extent necessary to eliminate such interference; PROVIDED THAT, unless the GOVERNMENT shall have determined that relocation is not feasible, it shall convey to the GRANTEE, without charge, a substitute easement permitting the GRANTEE to relocate the LINE, or portion thereof, onto adjacent GOVERNMENT property, at the GRANTEE's cost and expense. The substitute easement shall contain the same terms and conditions as those of this easement, and shall bear the same expiration date.

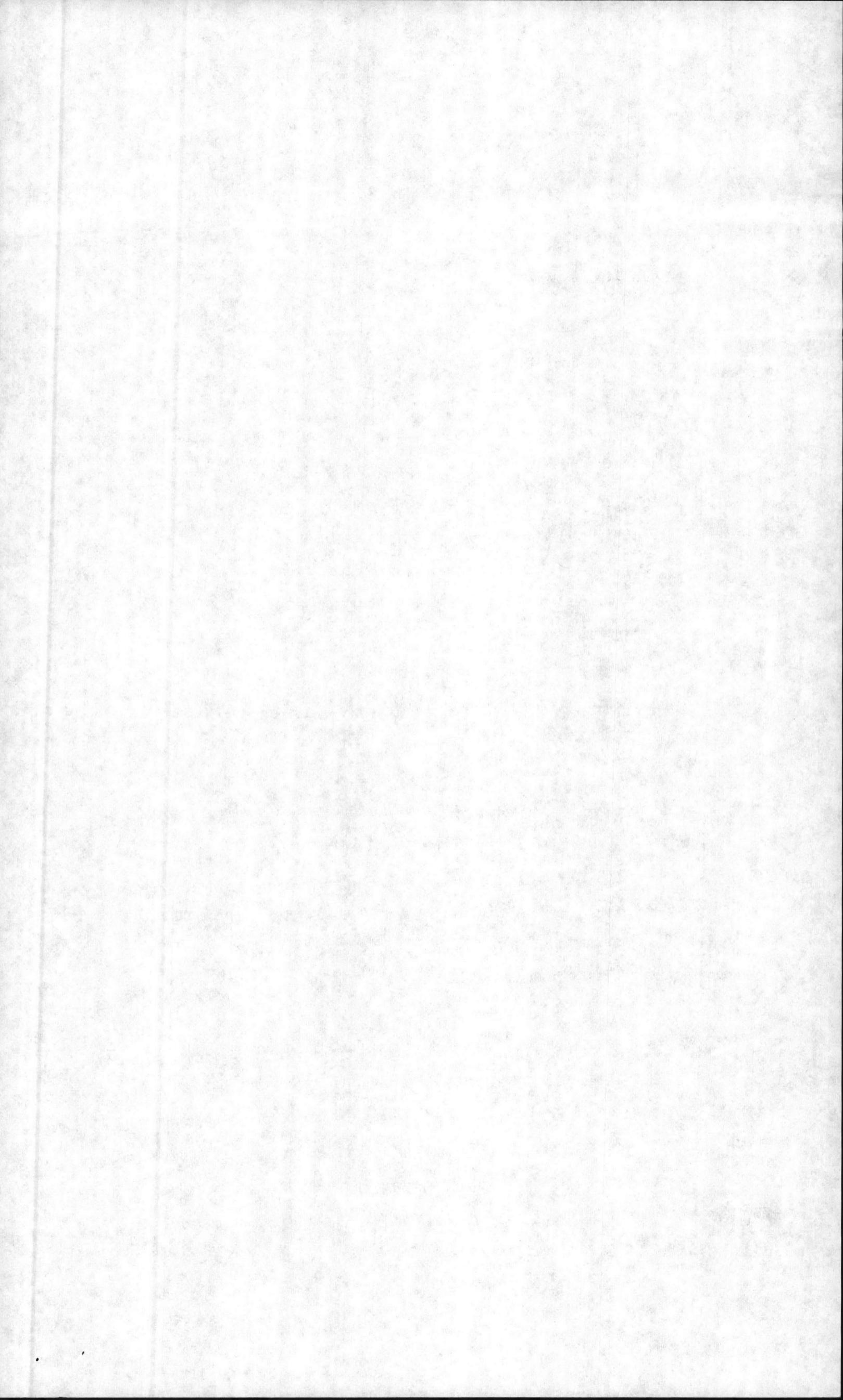
9. All or any part of this easement may be terminated upon failure by the GRANTEE to comply with any of its terms and conditions; upon abandonment of the rights granted herein; or upon nonuse of such rights for a period of two consecutive years.

10. The GOVERNMENT may use the PREMISES of this easement for any purpose that does not unreasonably interfere with the use and enjoyment by the GRANTEE of the rights herein granted.

11. The GRANTEE shall have reasonable access to the easement areas hereinabove described, over other GOVERNMENT property within the BASE, SUBJECT, HOWEVER, to security regulations and such other regulations as may be prescribed from time to time by the GOVERNMENT.

12. The GRANTEE shall be responsible for acquiring all necessary permits from local, state and federal agencies.

13. The GOVERNMENT's equipment shall be installed, maintained, and operated according to the requirements of the latest edition of the National Electrical Safety Code. The GOVERNMENT shall not cause or permit any person(s) to climb the GRANTEE's poles who does not appreciate the danger of working in close proximity to conductors and appurtenances charged, or liable to be charged, with electricity.



IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the duly authorized representatives as of the day and year hereabove written.

UNITED STATES OF AMERICA

*R. J. [Signature]*

By direction of the Commander,  
Atlantic Division,  
Naval Facilities Engineering Command,  
Norfolk, VA 23511

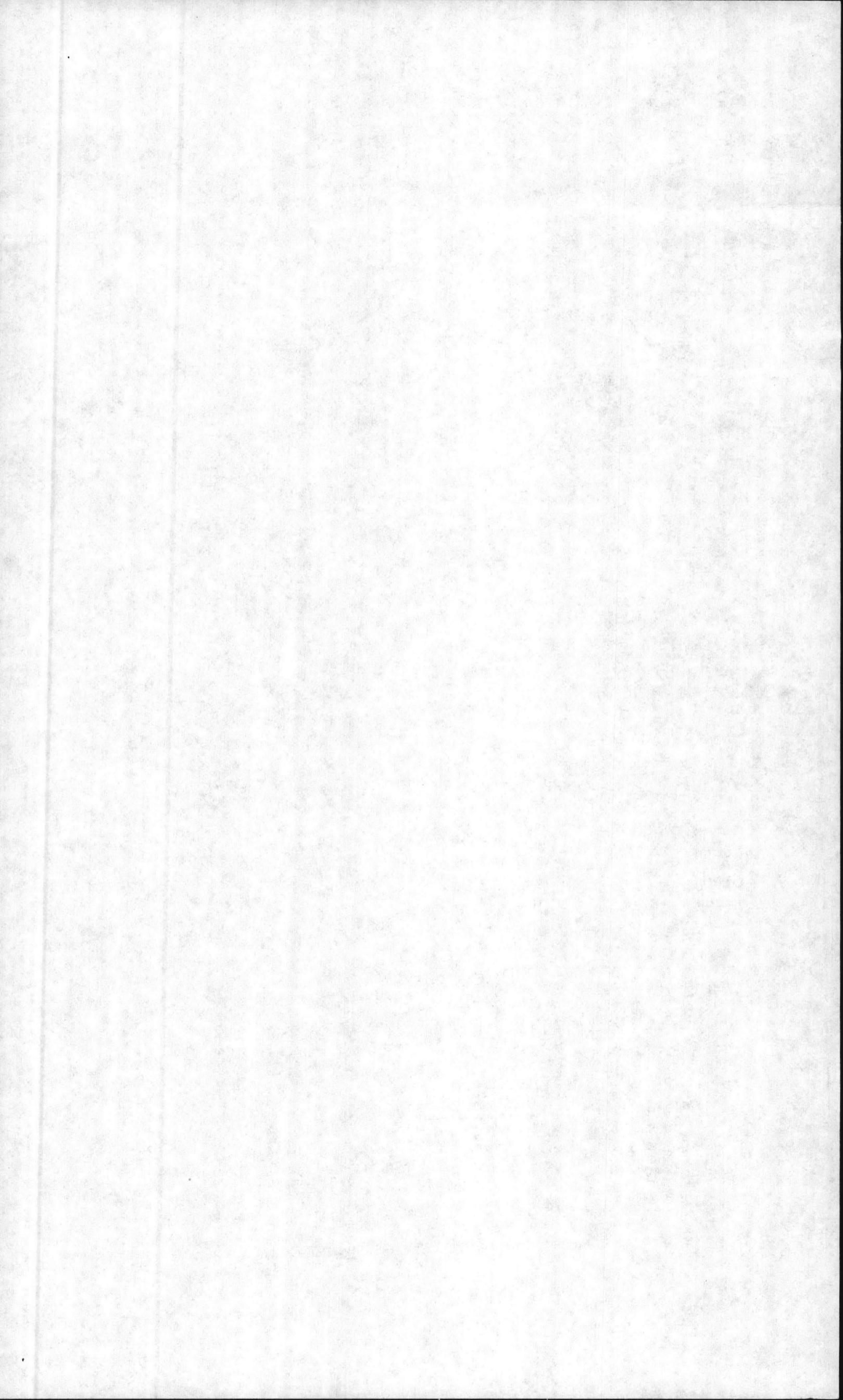
CAROLINA POWER & LIGHT COMPANY

ATTEST:

By: *Robert M. Wilson*  
Asst. SECRETARY

By: *Earl [Signature]*  
VICE PRESIDENT

(SEAL)



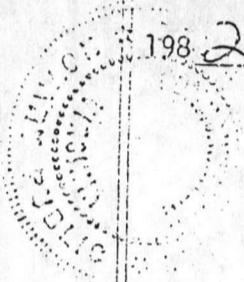
STATE OF VIRGINIA

CITY OF ~~XXXX~~

To-wit

I, Diane D. Mountain, a Notary Public for the State at Large, do hereby certify that R. P. Strangnick whose name is signed to the foregoing Grant of Easement, bearing date of the 3rd day of November, 1982, has this day acknowledged the same before me in the City and State aforesaid.

Given under my hand this 3rd day of November, 1982.



Diane D. Mountain  
Notary Public

My commission expires: 11 June 1985

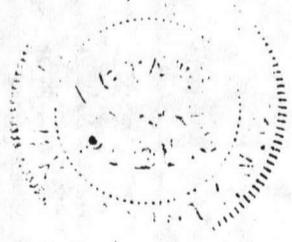
STATE OF NORTH CAROLINA

COUNTY OF WAKE

}  
} ss  
}

I, V. D. McDonald, a Notary Public for the State and ~~City~~ aforesaid, certify that Earl F. Stephenson personally came before me in this day and acknowledged that he is Vice President of the CAROLINA POWER & LIGHT COMPANY, a corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice president, sealed with its corporate seal, and attested by Robert M. Williams as its Asst. Secretary.

Witness my hand and official seal, this 12<sup>th</sup> day of November, 1982.



V. D. McDonald  
Notary Public

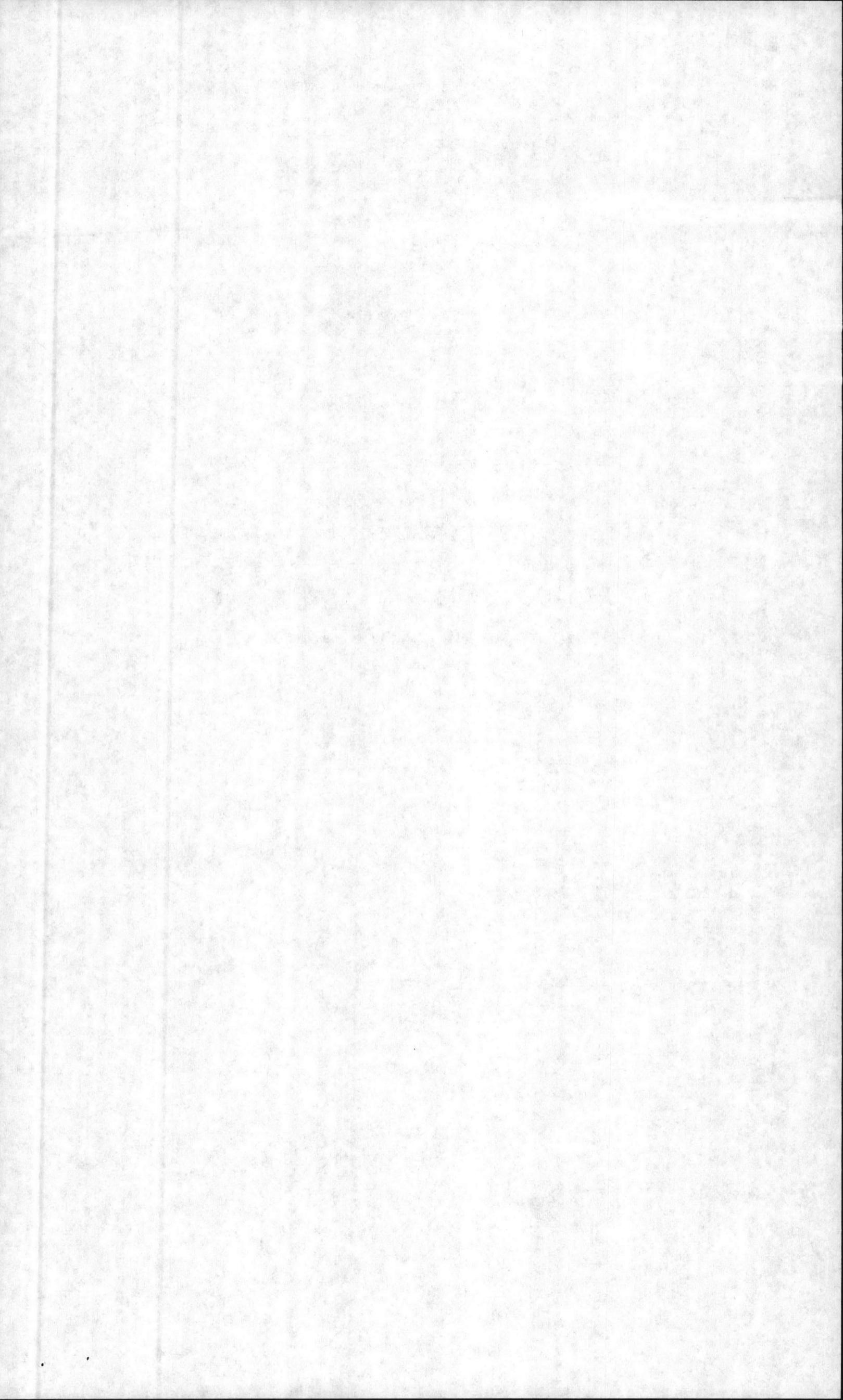
My commission expires: 27 March 1985

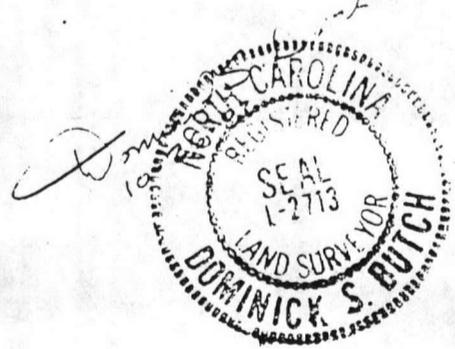
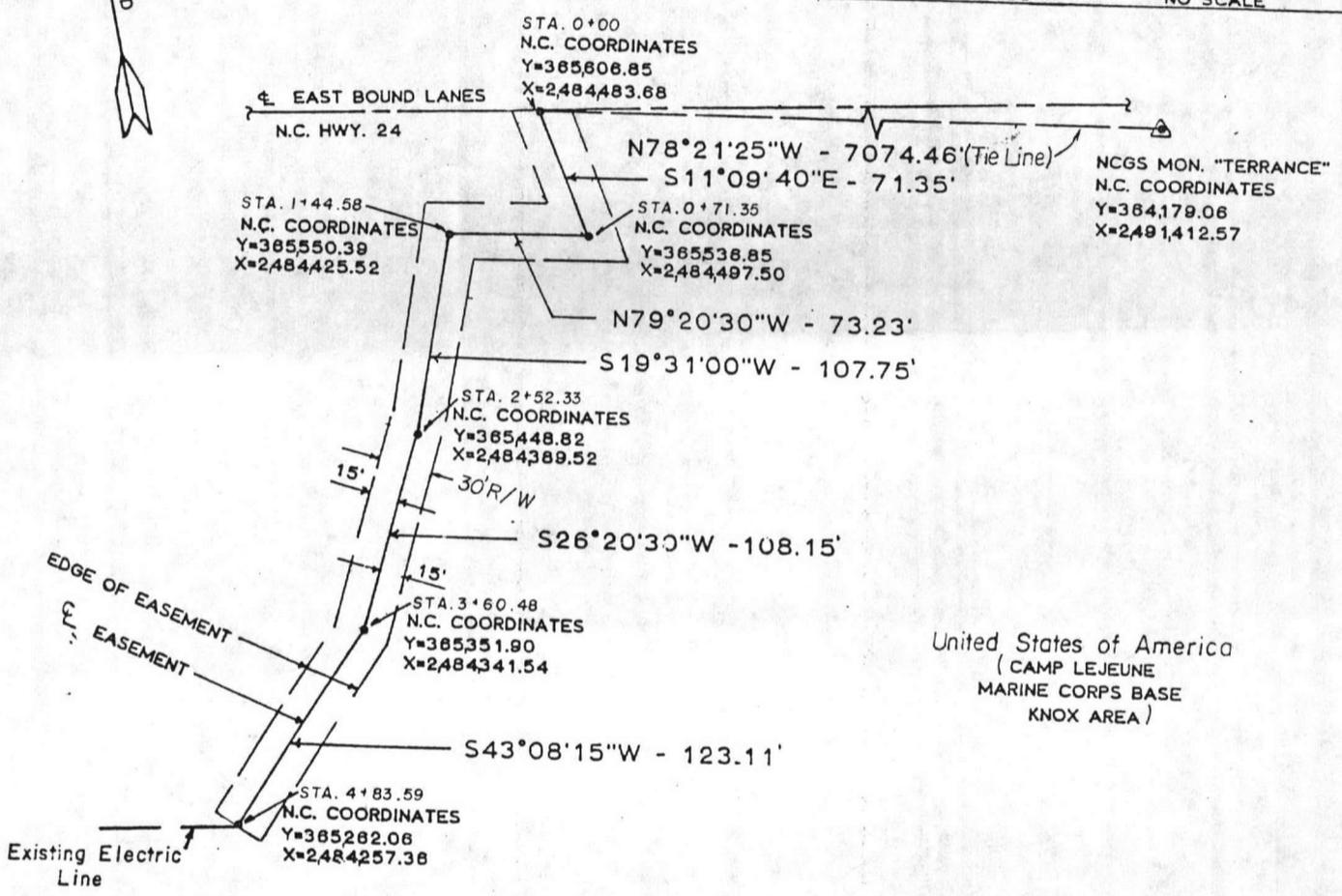
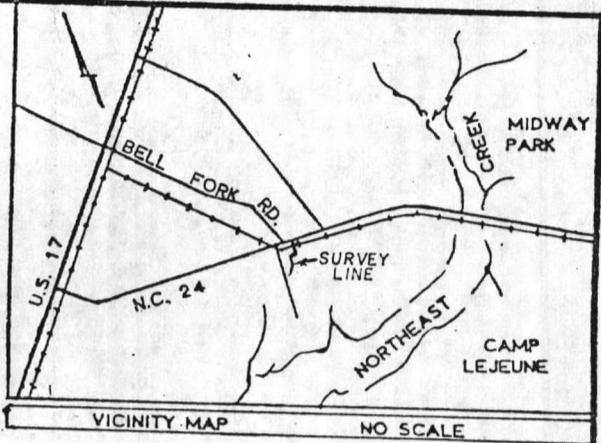
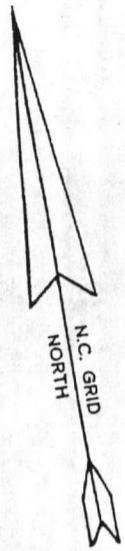
NORTH CAROLINA, ONSLOW COUNTY Diane D. Mountain  
The foregoing certificate(s) of \_\_\_\_\_ and V. D. McDonald

Notary (ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 645 Page 478. This 4 day of March, 1983 A. D., at 1:46 o'clock P. M.

Mildred M. Rhoads  
Register of Deeds, Onslow County

Register of Deeds

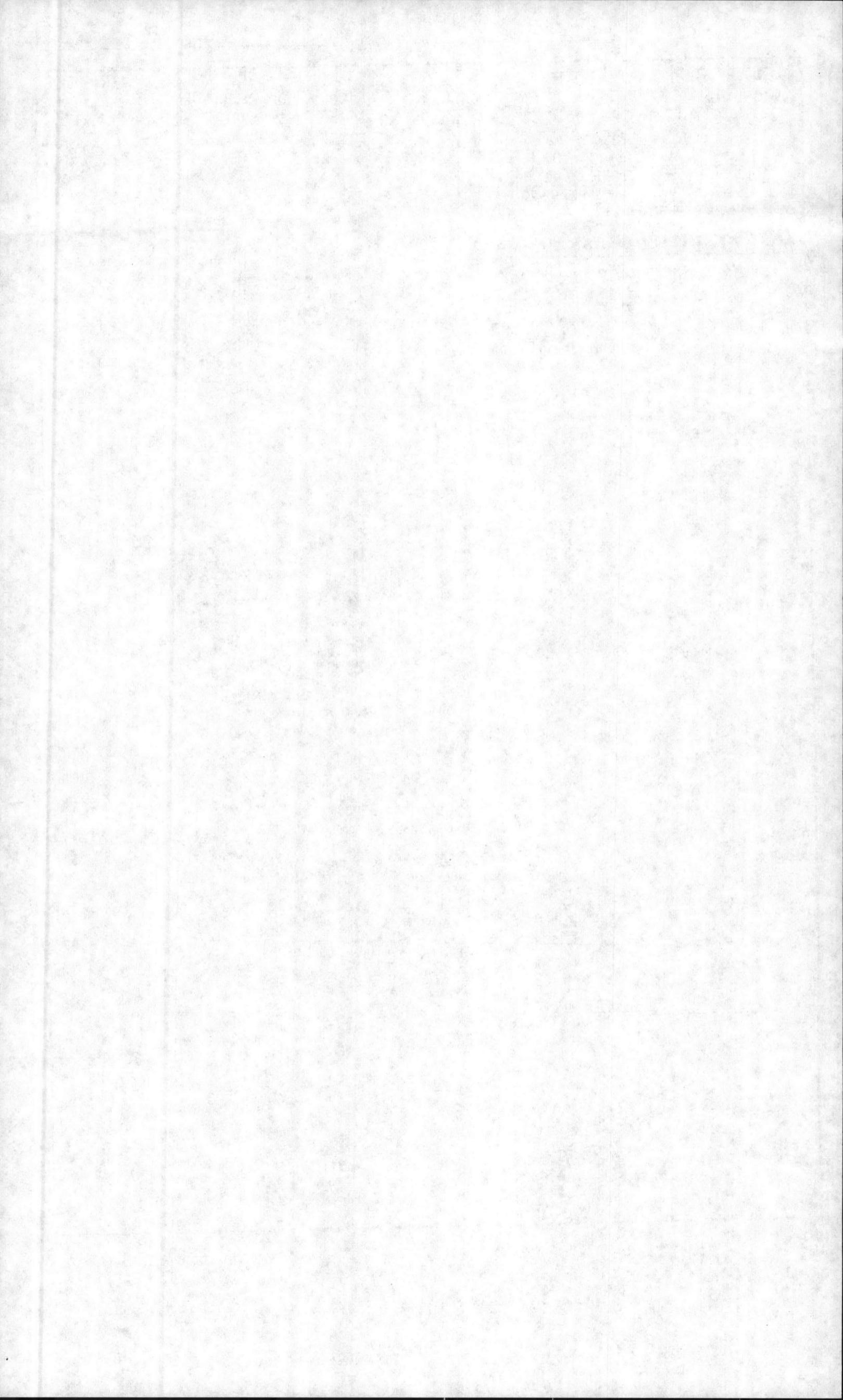




SURVEYED & MAPPED BY:  
*James E. Stewart and Associates, Inc.*  
 CONSULTING ENGINEERS AND LAND SURVEYORS  
 P. O. DRAWER AD  
 JACKSONVILLE, NORTH CAROLINA 28540

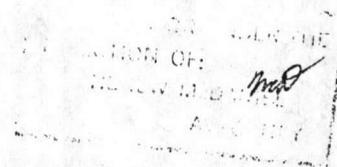
**CAROLINA POWER & LIGHT COMPANY**  
 RALEIGH, N. C.  
 Location of C.P.&L. Tarawa Terrace 23kV  
 Line (Camp Knox Road Section) Across  
 Property of THE UNITED STATES  
 OF AMERICA  
 LOCATION Onslow County, N.C.  
 Scale 1" = 100' Date 10/20/82  
 Drawn by DJD Checked by MWMC/INTIRE  
 Approved by *VDM Donald* wg. No. RW-A-6801

**NOTE:**  
 ALL COURSES & DISTANCES ARE  
 BASED ON THE NORTH CAROLINA  
 COORDINATE SYSTEM.



5-15-82  
NORTH CAROLINA

ONslow COUNTY



THIS AGREEMENT, made and entered into this 10 day of December, 1982, by and between the STATE OF NORTH CAROLINA, hereinafter referred to as GRANTOR, and CAROLINA POWER & LIGHT COMPANY, a North Carolina public service corporation, hereinafter referred to as COMPANY;

W I T N E S S E T H:

WHEREAS, CAROLINA POWER & LIGHT COMPANY proposes to construct electric distribution lines across Northeast Creek as a necessary part of the enlargement of its distribution system in Onslow County;

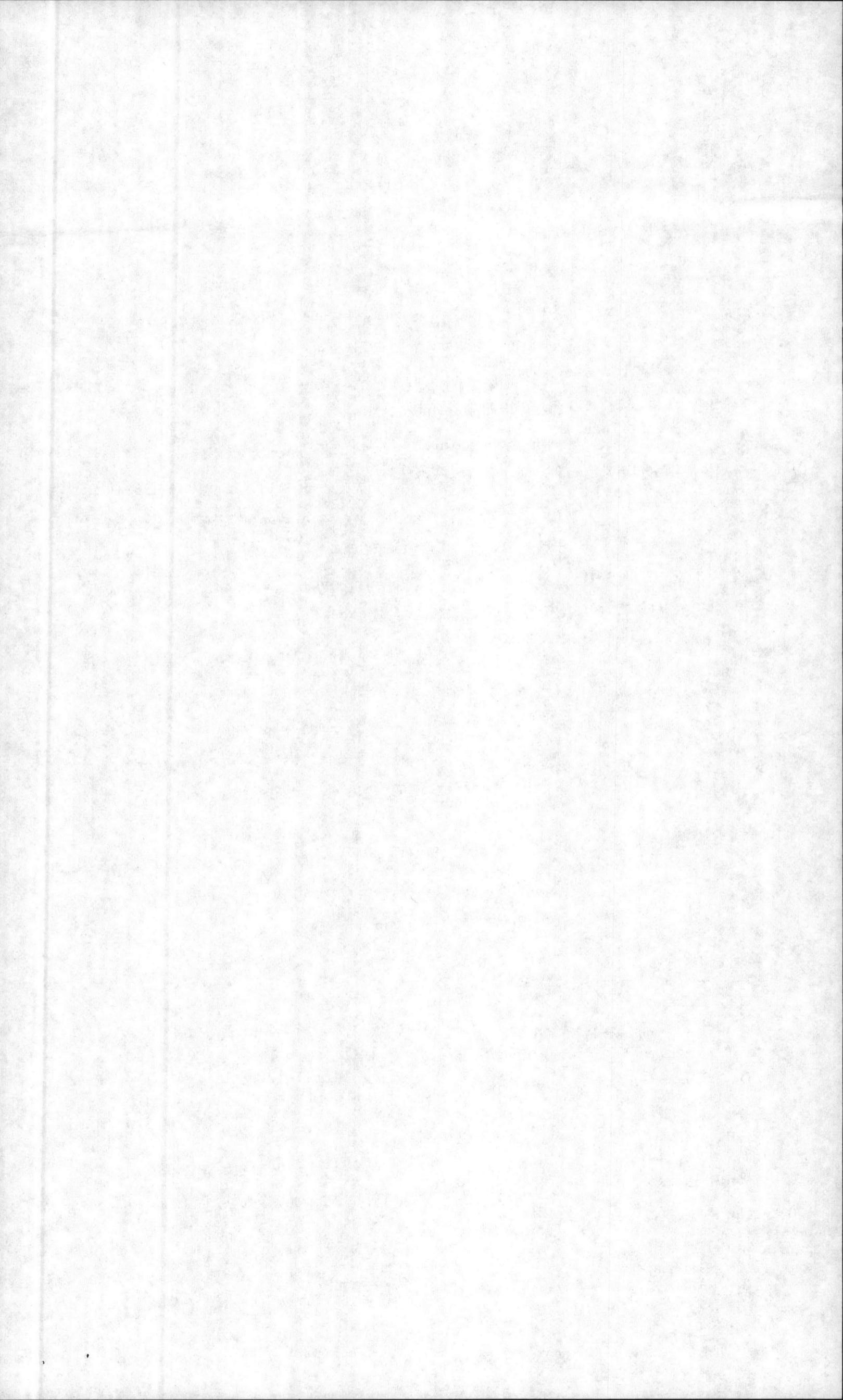
WHEREAS, the North Carolina Department of Administration has authorized and approved the execution of this instrument; and

WHEREAS, the execution of this instrument for and on behalf of the STATE OF NORTH CAROLINA has been duly approved by the Council of State by resolution adopted at a meeting in the City of Raleigh, North Carolina, on the 5<sup>th</sup> day of October, 1982.

NOW, THEREFORE, in consideration of the sum of One Hundred Dollars (\$100.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the STATE OF NORTH CAROLINA does hereby grant to said CAROLINA POWER & LIGHT COMPANY, its successors and assigns, the right, privilege, and easement to go in and upon the waters of Northeast Creek in Onslow County, as shown and described on Carolina Power & Light Company Drawing No. RW-A-6771 (dated 09-03-82), attached hereto and made a part hereof, and to construct, install, operate, and maintain upon said Creek two (2) submarine cables consisting of conductors composing one or more electric circuits across Northeast Creek, for the transmission of electricity for public use, with the right to do all things necessary or convenient thereto, including but not being limited to, the following:

(a) the right to go in and upon said premises to construct, reconstruct, work upon, repair, alter, inspect, and in general do any other thing necessary and convenient to maintain and operate said lines for the purpose aforesaid; and

(b) the right to install and operate thereon wires and other equipment



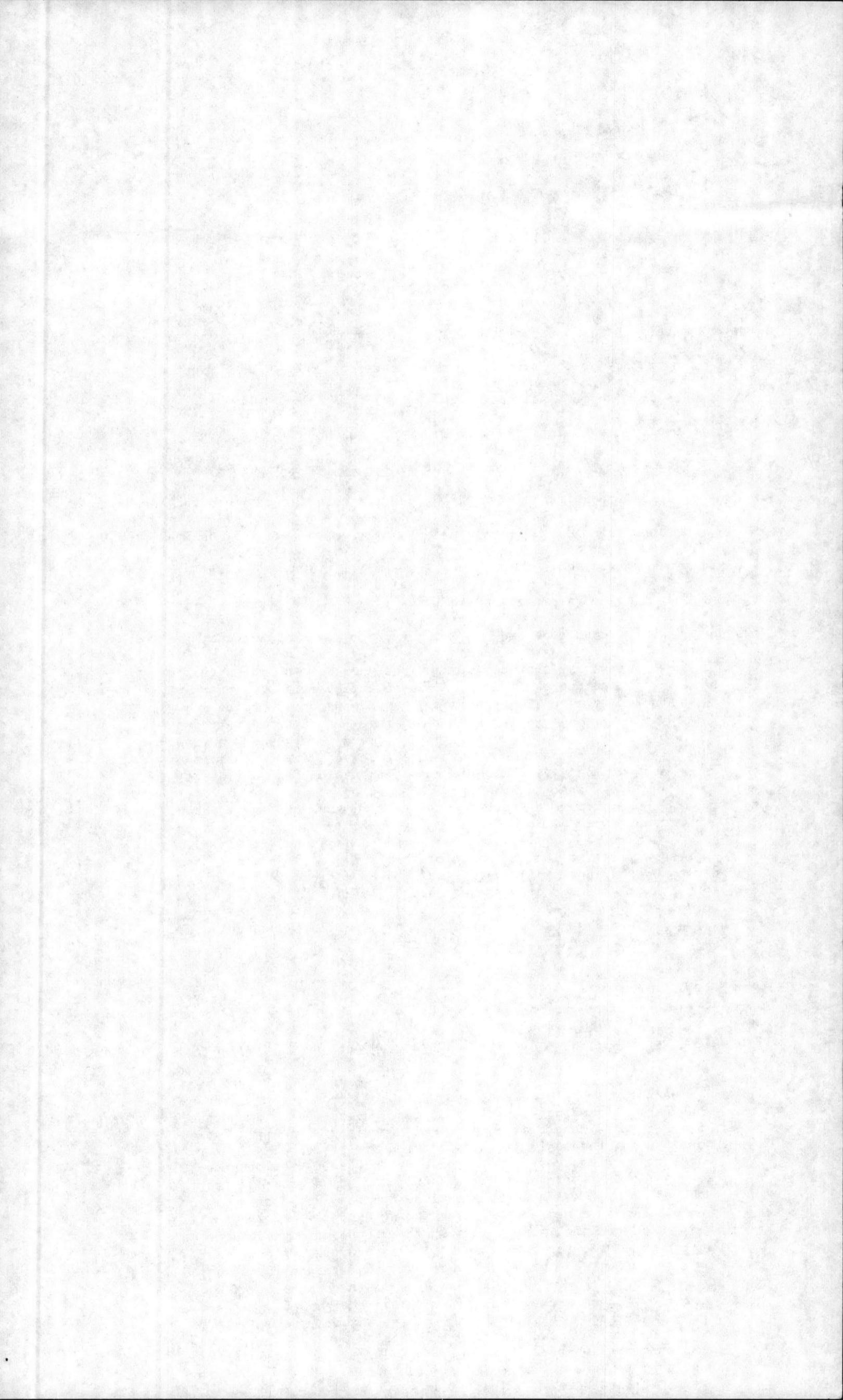
BEGINNING at point A as shown on the Drawing hereinafter referred to, said point A being located in the southeastern property line of United States of America (Tarawa Terrace Housing Area) and on the northwestern bank of Northeast Creek, the location of said point A having North Carolina Coordinates Y=362,461.90 and X=2,494,016.35, said point A also being located North 69 degrees 38 minutes 30 seconds West 634.86 feet from a point being located at the southernmost corner of the N. C. Highway No. 24 bridge over Northeast Creek; and runs thence South 45 degrees 52 minutes 45 seconds East 865.29 feet to point B on said Drawing, said point B being located on the southeastern bank of Northeast Creek and the northwestern property line of United States of America (Camp Lejeune Marine Corps Base), the location of said point B having North Carolina Coordinates Y=361,859.51 and X=2,494,637.51, said point B also being located South 03 degrees 53 minutes 35 seconds East 382.42 feet from a point being located at the southernmost corner of said bridge, as shown and described on Carolina Power & Light Company Drawing No. RW-A-6771 (dated 09-03-82).

The survey line of the second submarine cable as it crosses Northeast Creek is twelve (12) feet northeast of and parallel to the first submarine cable above-described, and is more particularly described as follows:

BEGINNING at point AA as shown on the aforesaid Drawing, said point AA being located in the southeastern property line of United States of America (Tarawa Terrace Housing Area) and on the northwestern bank of Northeast Creek, the location of said point AA having North Carolina Coordinates Y=362,470.75 and X=2,494,024.45, said point AA also being located North 68 degrees 37 minutes 55 seconds West 630.45 feet from a point being located at the southernmost corner of the N. C. Highway No. 24 bridge over Northeast Creek; and runs thence South 45 degrees 52 minutes 45 seconds East 862.79 feet to point BB on said Drawing, said point BB being located on the southeastern bank of Northeast Creek and the northwestern property line of United States of America (Camp Lejeune Marine Corps Base), the location of said point BB having North Carolina Coordinates Y=361,870.11 and X=2,494,643.82, said point BB also being located South 04 degrees 58 minutes 15 seconds East 372.34 feet from a point being located at the southernmost corner of said bridge, as shown and described on the aforesaid Drawing.

It is understood and agreed that: (1) the submarine cables and appurtenant facilities installed by COMPANY shall be and remain the property of COMPANY and may be removed by it at any time and from time to time; and (2) this conveyance is made subject to the condition that COMPANY shall properly obtain all necessary permits required by State and Federal law. Failure to obtain such permits in a timely manner shall be deemed an abandonment of said easement.

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easements unto said CAROLINA POWER & LIGHT COMPANY, its successors and assigns, for so long as COMPANY maintains said electric lines for the transmission of electricity and no longer. If either of said electric lines are not operated at the locations described above for a continuous period of twelve (12) months, the right of use and



IN TESTIMONY WHEREOF, the STATE OF NORTH CAROLINA, GRANTOR, has caused this instrument to be executed in its name by James B. Hunt, Jr., Governor, attested by Thad Eure, Secretary of State, and the Great Seal of the STATE OF NORTH CAROLINA to be hereto affixed by virtue of the power and authority aforesaid.

STATE OF NORTH CAROLINA

James B. Hunt, Jr.  
Governor

ATTEST:

Thad Eure  
Secretary of State

APPROVED AS TO FORM:

RUFUS L. EDMISTEN  
ATTORNEY GENERAL

Rufus L. Edmisten  
Assistant Attorney General

NORTH CAROLINA

WAKE COUNTY

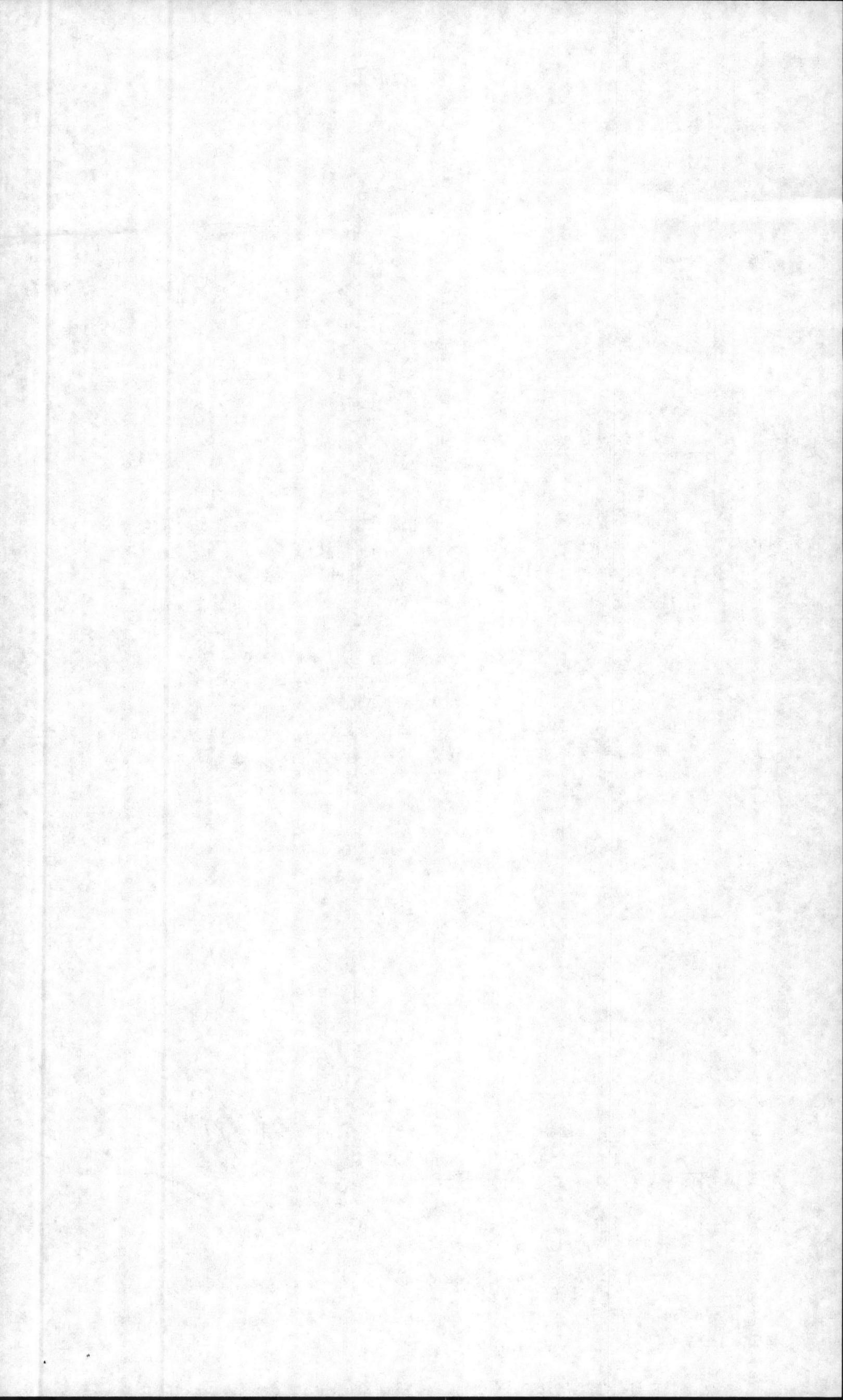
I, [Signature], a Notary Public in and for the said County and State, do hereby certify that JAMES B. HUNT, JR., Governor of the STATE OF NORTH CAROLINA, and THAD EURE, Secretary of STATE OF NORTH CAROLINA, personally came before me this day and being by me duly sworn says each for himself that he knows the Great Seal of the STATE OF NORTH CAROLINA and that the seal affixed to the foregoing instrument is the Great Seal of the State; that JAMES B. HUNT, JR., Governor of said State, and THAD EURE, Secretary of State, subscribed their names thereto, all by virtue of a resolution of the Council of State; and that said instrument is the act and deed of the STATE OF NORTH CAROLINA.

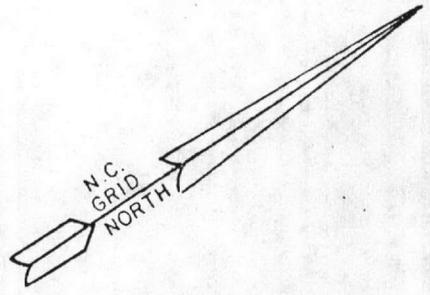
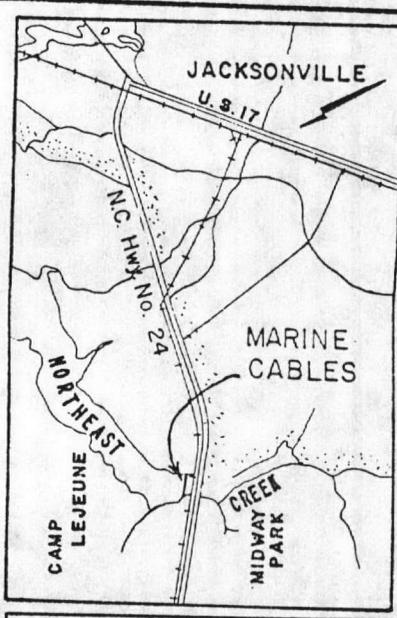
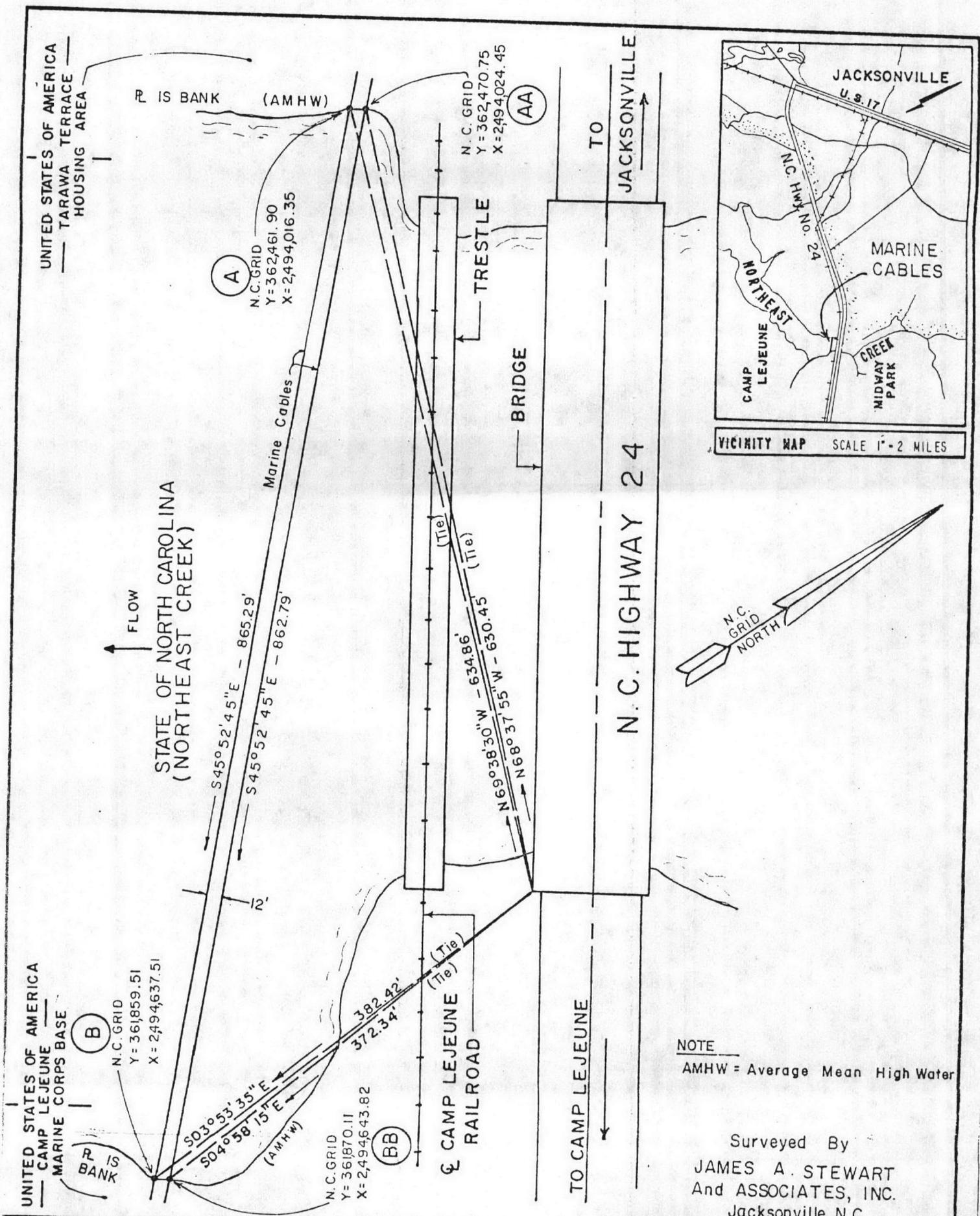
IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal, this 27 day of August, 1982.

[Signature]  
Notary Public

My commission expires:

My Commission Expires 8-24-86





NOTE  
AMHW = Average Mean High Water

Surveyed By  
JAMES A. STEWART  
And ASSOCIATES, INC.  
Jacksonville, N.C.

LEGEND

- Survey Line
- Edge of Right of Way Strip
- Edge of Existing Right of Way Strip

NOTE

All Courses Shown Are Based On The North Carolina Coordinate System

CAROLINA POWER & LIGHT COMPANY

RALEIGH, N. C.

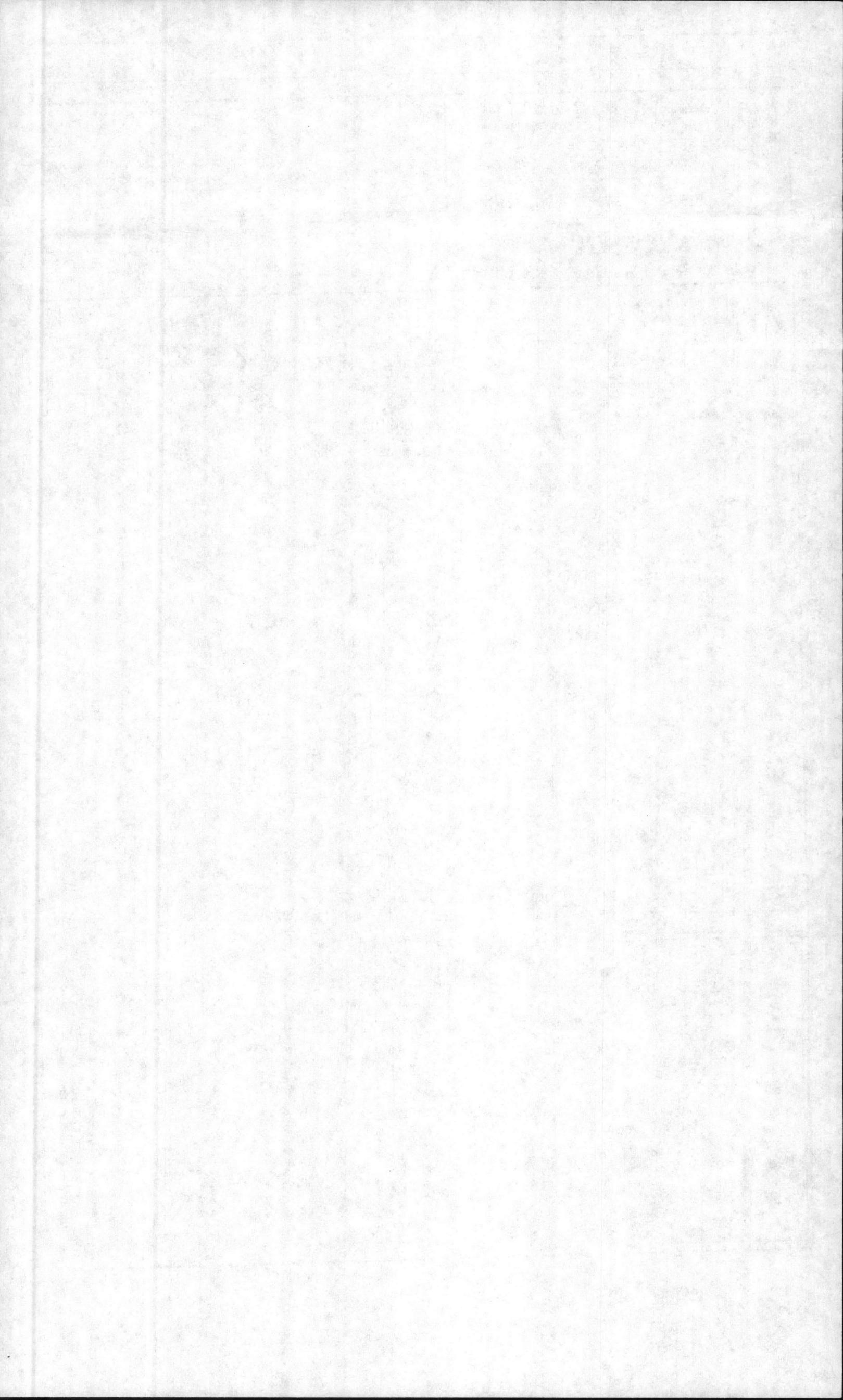
Location of C.P.&L. Tarawa Terrace  
23 KV Marine Cables Across  
NORTHEAST CREEK

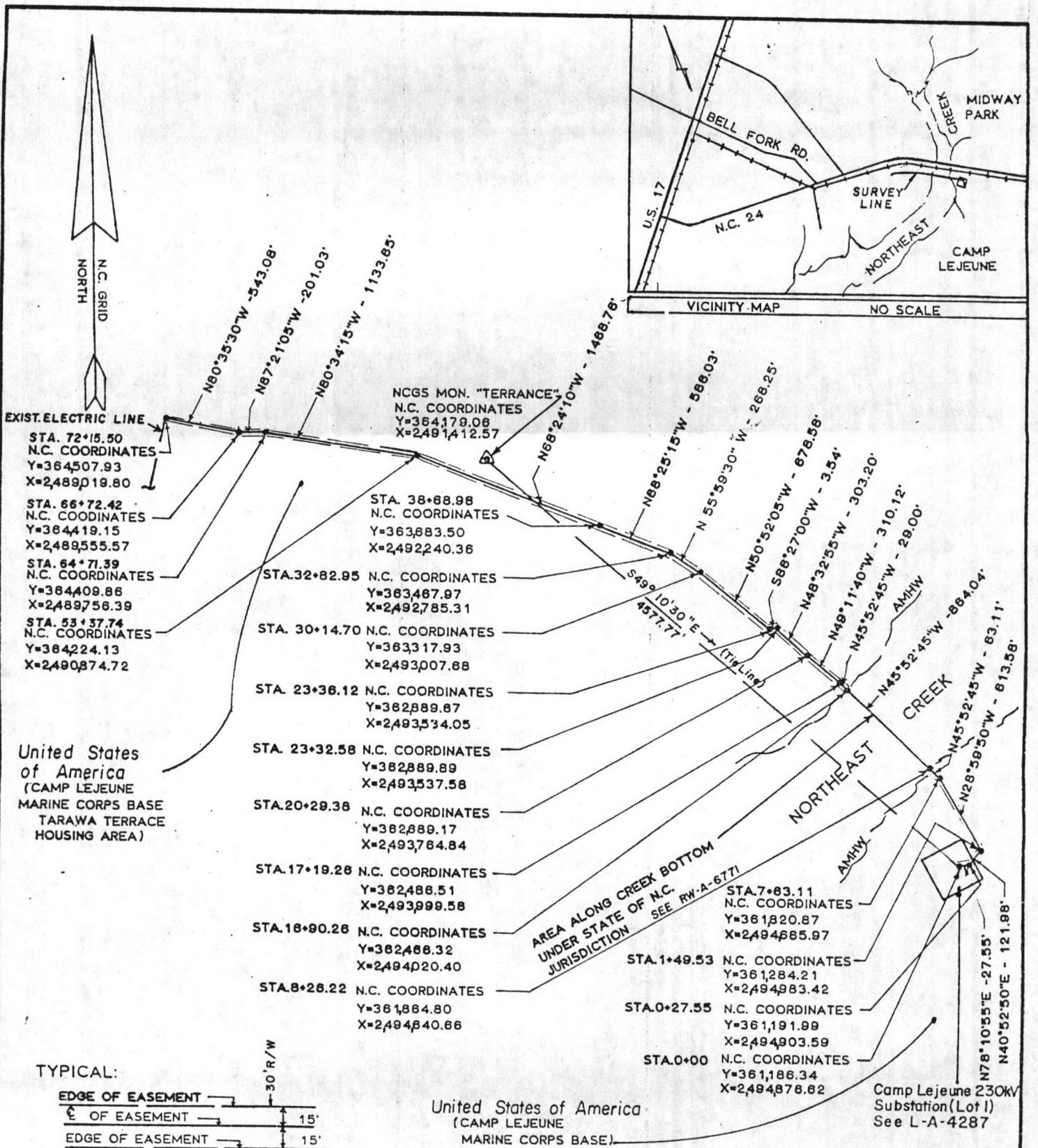
LOCATION Onslow County, N.C.

Scale 1" = 100' Date 09-03-82

Drawn by DJD Checked by MWMcINTIRE

Approved by W.D. Donsi Dwg. No. RW-A-6771





SURVEYED & MAPPED BY:  
*James E. Stewart and Associates, Inc.*  
 CONSULTING ENGINEERS AND LAND SURVEYORS

