



**DEPARTMENT OF THE NAVY**

ATLANTIC DIVISION  
NAVAL FACILITIES ENGINEERING COMMAND  
NORFOLK, VIRGINIA 23511-6287

TELEPHONE NO.

445-2375

IN REPLY REFER TO:

E0-294

241B1

18 DEC 1986

Mr. E. A. Harris  
General Distribution Manager  
Carolina Telephone and Telegraph Company  
122 East St. James Street  
Tarboro, North Carolina 27886

Dear Mr. Harris:

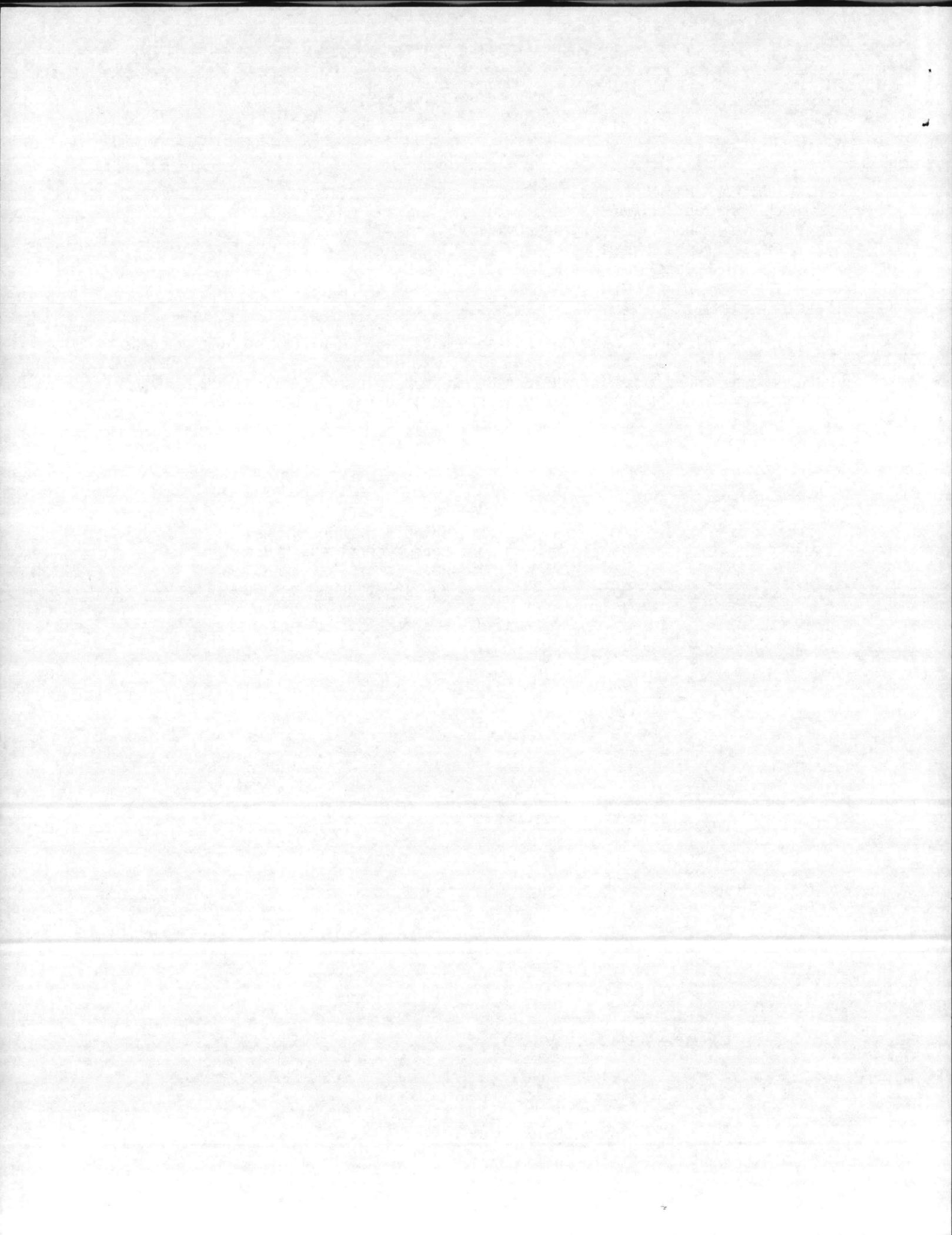
Enclosed is an executed copy of Easement N62470-87-RP-00064 for your records.

With regards to your use of the property, your point of contact is Mr. John Jordan, Marine Corps Base, Camp Lejeune, North Carolina. His telephone number is (919) 451-2818.

Sincerely,

FRANCES M. HOOVER  
Head, Operations Branch  
Real Estate Division  
By direction of the Commander

Copy to:  
CG MCB CAMP LEJEUNE NC



GRANT OF EASEMENT

THIS INDENTURE, made this 17<sup>th</sup> day of Dec, 1986, by and between the UNITED STATES OF AMERICA, acting by and through the Department of the Navy, hereinafter called the GOVERNMENT, and the CAROLINA TELEPHONE AND TELEGRAPH 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 referred to as the BASE; and

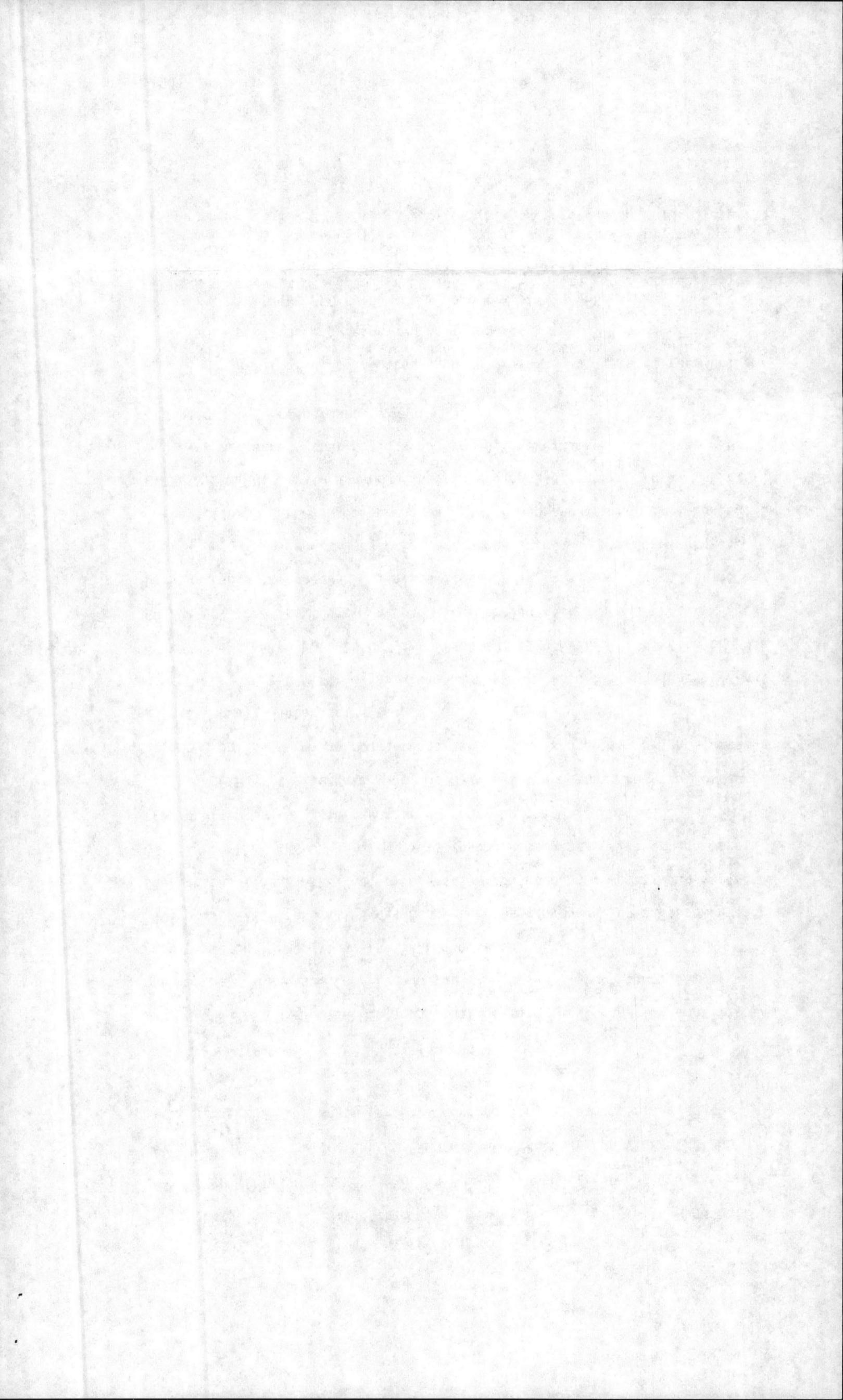
WHEREAS, the GRANTEE has requested the conveyance of an easement for the construction, installation, operation, maintenance, repair and replacement of a SUBSCRIBER CARRIER SYSTEM, a telephone component, on, over and across that portion of the BASE hereinafter described; and

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, for and in consideration of the sum of FIVE HUNDRED Dollars (\$500.00) paid by the GRANTEE to the GOVERNMENT, and the terms and conditions hereinafter stated, the GOVERNMENT hereby grants to the GRANTEE, its successors and assigns, for a period of fifty (50) years from the date hereof, an easement for the construction, installation, operation, maintenance, repair and replacement of a SUBSCRIBER CARRIER SYSTEM, a telephone component, hereinafter referred to as the SYSTEM, on, over and across that portion of the BASE hereinafter called the PREMISES, and described hereinafter, to wit:

All that certain piece or parcel of land situate at the Marine Corps Base, Camp Lejeune, Onslow County, North Carolina, containing .014 of an acre, more or less, and described as follows:

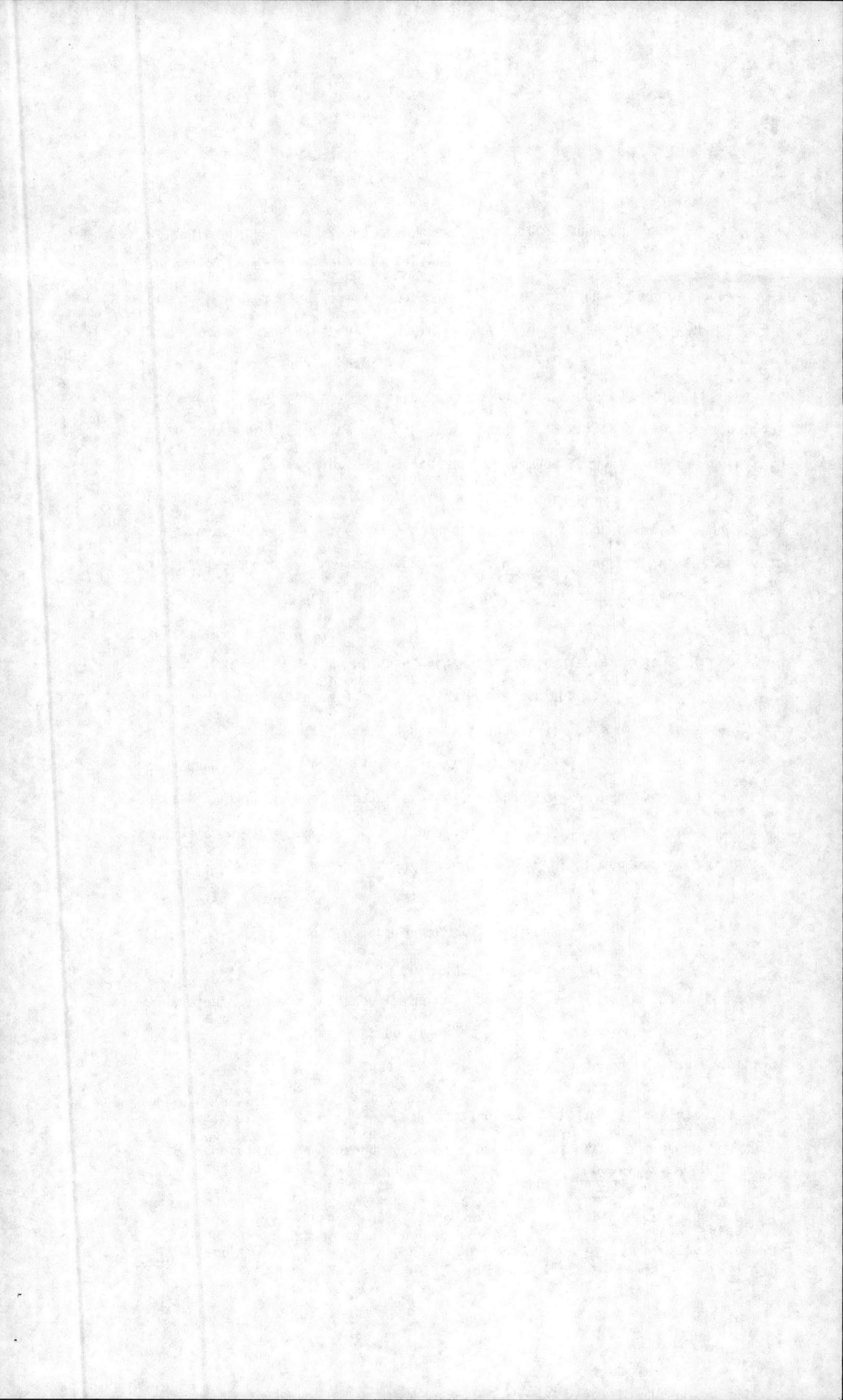
STARTING FROM U.S.M.C. Monument No. 3, North Carolina Grid Coordinates N 308,905.46 E 2,457,757.69 located approximately 130 feet Northeast from intersection of U.S. Hwy No. 17 and N.C. State Rt. No. 210, (Dixon-Sneads Ferry Road); proceed S 48° 28' 10" W 129.34 feet to a tack at centerline of U.S. Hwy No. 17 and State Rt. No. 210; thence S 83° 23' 35" E 312.0 feet along centerline of N.C. State Rt.



210 to the intersection and centerlines of State Routes 210 and 1526; thence N 7° 38' 18" E 50.0 feet to a point on U.S.M.C. Reservation Boundary; thence along said boundary S 83° 23' 35" E 113.0 feet to the POINT OF BEGINNING; thence N 7° 38' 18" E 25.0 feet to a point; thence S 83° 23' 35" E 25.0 feet to a point; thence S 7° 38' 18" W 25.0 feet to a point on U.S.M.C. Reservation Boundary; thence along said boundary N 83° 23' 35" W 25.0 feet to the POINT OF BEGINNING; containing .014 of an acre, more or less, as shown on NAVFAC Drawing No. SK-C-191-86, dated 20 October 1986, attached hereto and made a part hereof as Exhibit "A". All bearings refer to the North Carolina Grid System.

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

1. All work in connection with the construction, installation, operation, maintenance, repair and replacement of the SYSTEM shall be done without cost or expense to the GOVERNMENT, and in accordance with plans previously approved by the Commander of the Atlantic Division, Naval Facilities Engineering Command.
2. The GRANTEE shall maintain the PREMISES and the SYSTEM 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 said SYSTEM.
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 at the BASE.
4. 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.
5. 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 or injury to all persons, arising out of the GRANTEE's use of the easement rights herein granted.



6. 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.

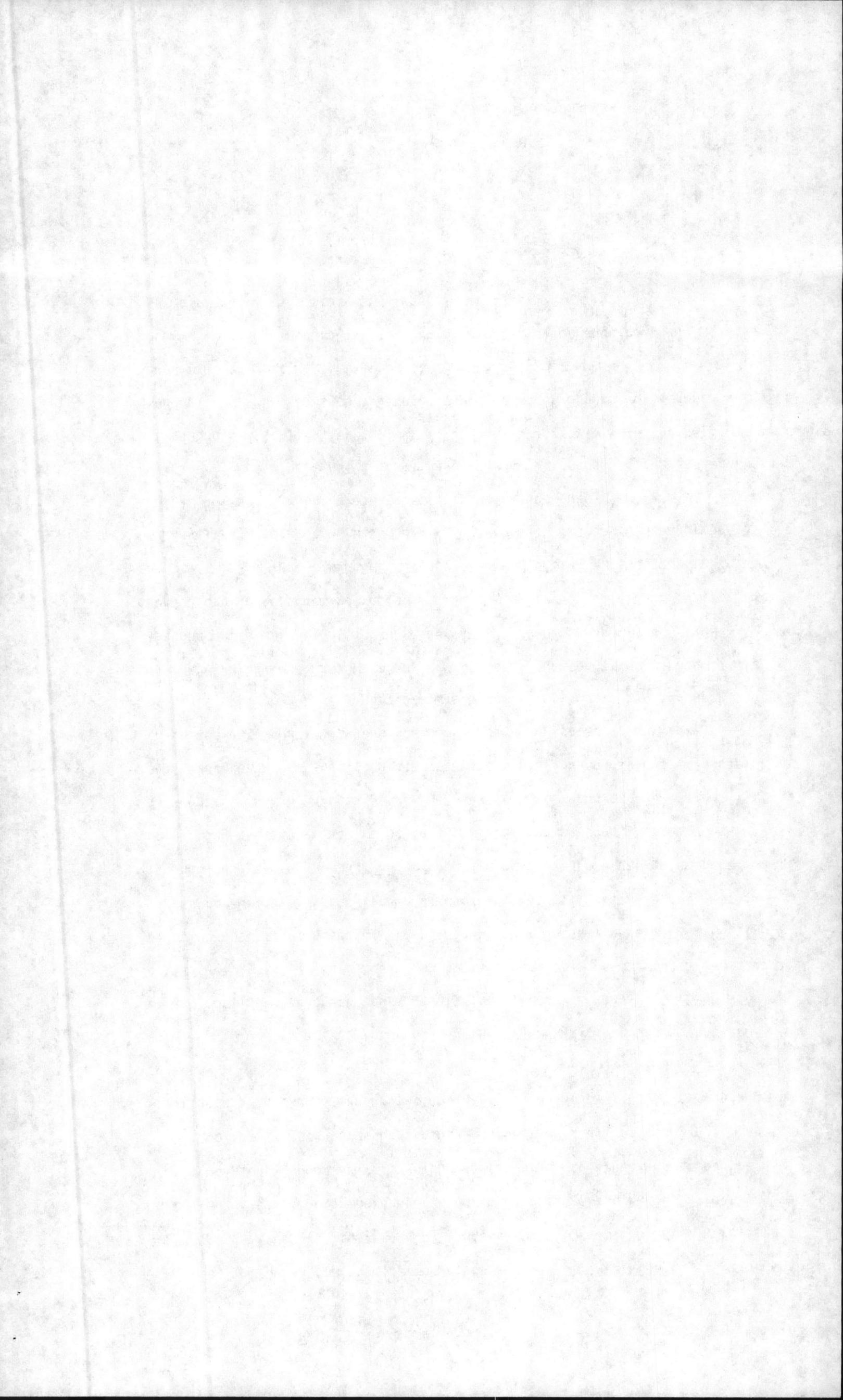
7. If, at any future time, the GOVERNMENT determines that the SYSTEM, or any portion thereof, unduly interferes with any of GOVERNMENT's activities, it shall have the right to terminate this easement, in whole or in part, to the extent necessary to eliminate such interferences; PROVIDED THAT, unless 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 SYSTEM, 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, if any.

8. 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.

9. 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 by this easement.

10. 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.

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



IN WITNESS WHEREOF, the parties hereto have caused this GRANT OF EASEMENT to be executed in their behalf by their proper officers, duly authorized, all as of the day and year written first above.

UNITED STATES OF AMERICA

By J. Emery Nichols  
By direction of the Commander,  
Atlantic Division, Naval Facilities  
Engineering Command, Norfolk  
Virginia 23511-6287

CAROLINA TELEPHONE AND TELEGRAPH  
COMPANY

By Michael W. ...  
Vice President  
SAT  
REV  
11-18-41  
WAG  
CSJ

ATTEST:  
[Signature]  
Secretary

(SEAL)

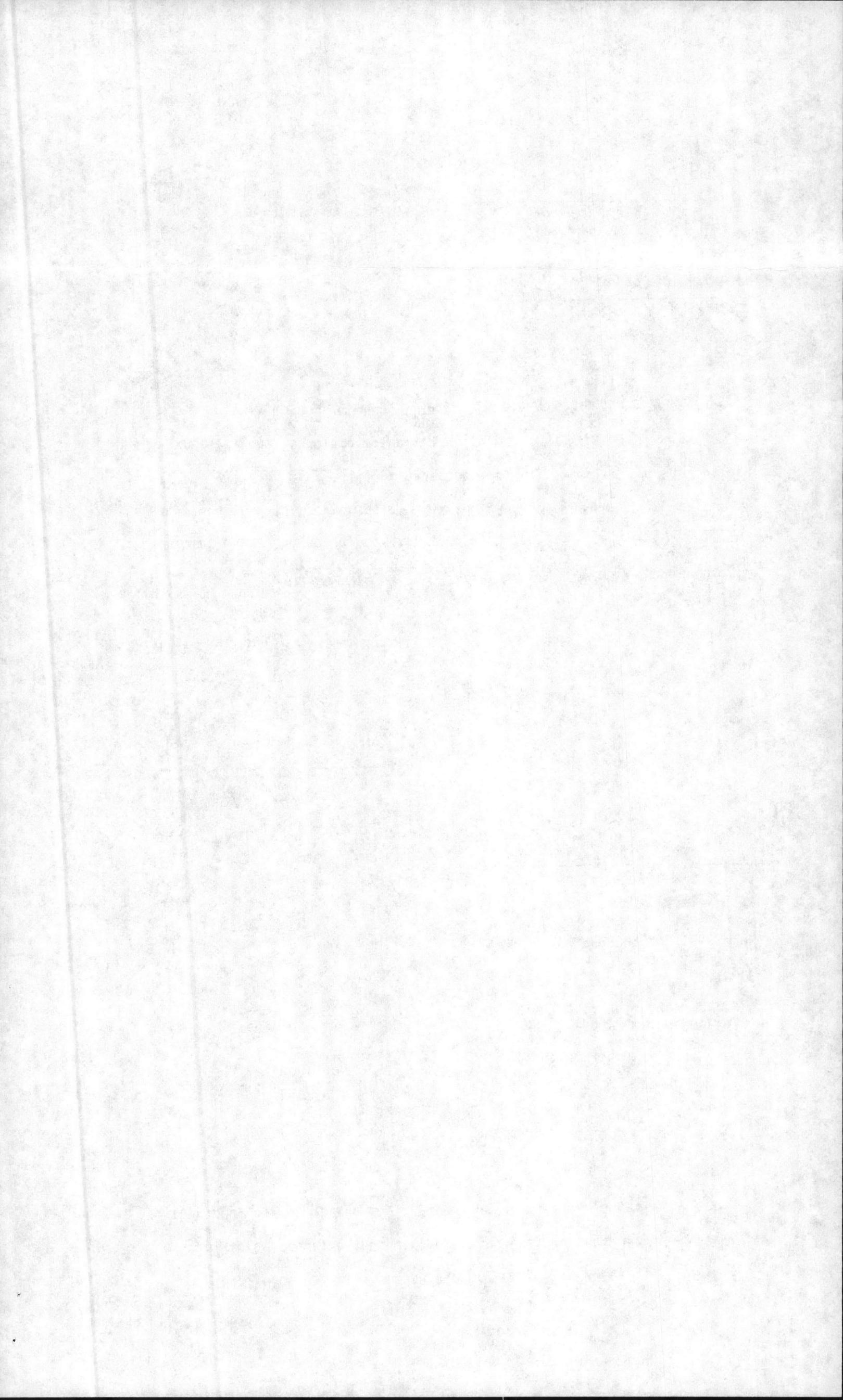
STATE OF VIRGINIA )  
CITY OF NORFOLK ) To wit

I, MARILYN W. REINHOLD, a Notary Public for the State at Large, do hereby certify that J. EMERY NICHOLS whose name is signed to the foregoing GRANT OF EASEMENT, bearing date of the 17th day of December, 1986, have this day acknowledged the same before me in the City and State aforesaid.

Given under my hand this 17th day of December, 1986.

Marilyn W. Reinhold  
Notary Public

My commission expires: 2/27/90



STATE OF NORTH CAROLINA )  
COUNTY OF EDGECOMBE ) To wit  
 )

I, ROBERTA B. WALTERS, a Notary Public for  
the State and City aforesaid, certify that DWIGHT W. ALLEN  
personally came before me on this day and acknowledged that he  
is SECRETARY of the CAROLINA TELEPHONE AND TELEGRAPH  
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 HIMSELF as its SECRETARY.

Witness this my hand and official seal, this 26TH day  
of NOVEMBER, 1986.

Roberta B. Walters  
Notary Public

My commission expires: August 1, 1989

