



DEPARTMENT OF THE NAVY
ATLANTIC DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
NORFOLK, VIRGINIA 23511-6287

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TELEPHONE NO.

445-2375
IN REPLY REFER TO:

EO-294
24181

20 AUG 1986

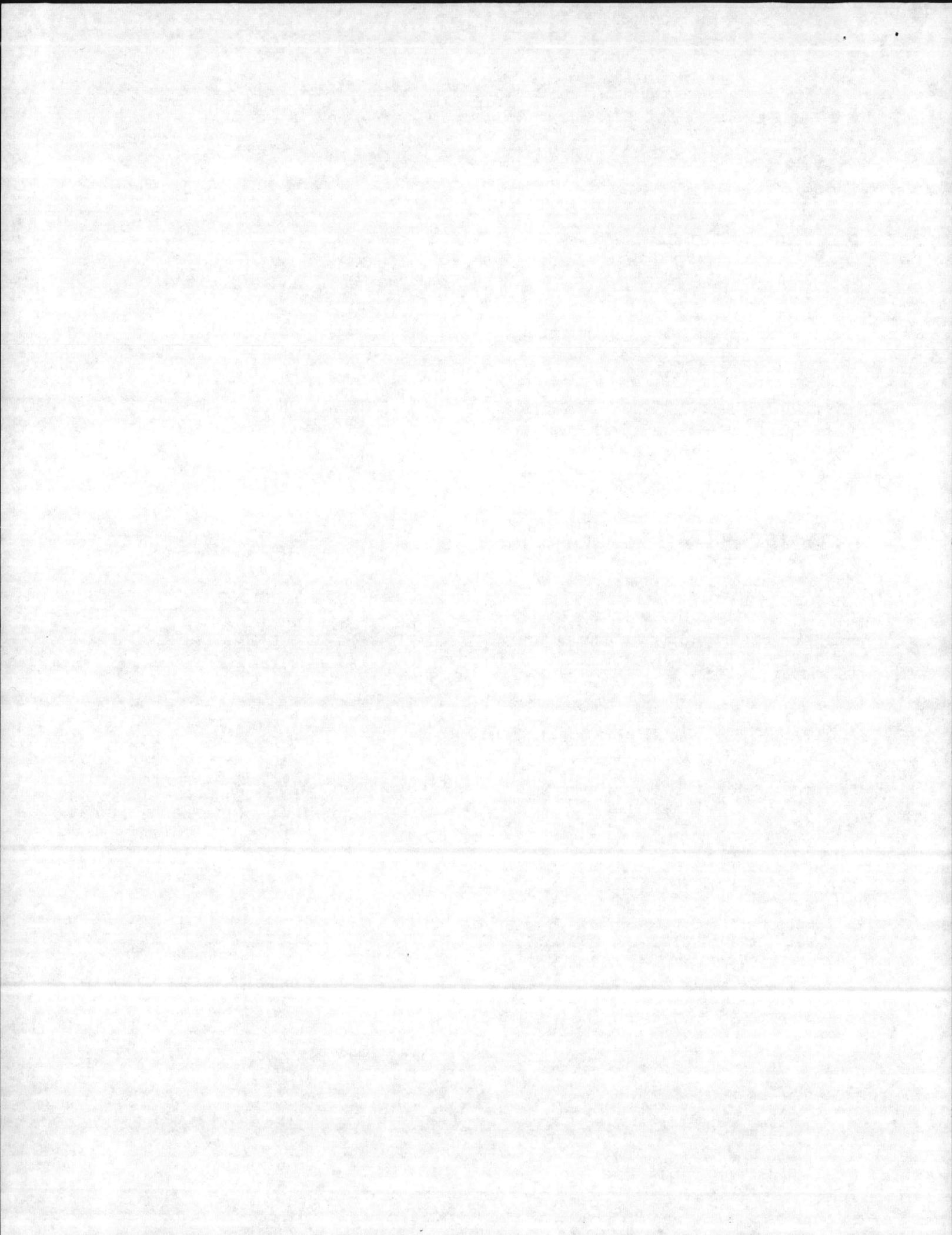
From: Commander, Atlantic Division, Naval Facilities Engineering Command
To: Commandant of the Marine Corps, Headquarters, U.S. Marine Corps,
Washington

Subj: USE OF GOVERNMENT PROPERTY FOR A SUBSCRIBER CARRIER SYSTEM

Ref: (a) Real Estate Procedural Manual NAVFAC P-73

Encl: (1) Carolina Telephone and Telegraph Co. ltr of 24 Mar 86
(2) CG MARCORB Camp Lejeune ltr 11000-PWO of 8 Mar 86
(3) Copy of proposed easement

1. The Carolina Telephone and Telegraph Company has requested permission to use a 25' x 25' area at the intersection of U.S. Highway 17 and Highway 210 for a Subscriber Carrier System. The Site Location Plan and Site Plan showing exact location are part of enclosure (1) and site is on Government property. Approval and recommendation of MARCORB Camp Lejeune is by enclosure (2), received in this Command on 17 April 86.
2. It is proposed that an easement for a term of fifty (50) years be granted to the Carolina Telephone and Telegraph Company in accordance with statutory authority of 43 U.S.C. 961. Enclosure (3) incorporates the standard provisions of Appendix B, Chapter 21 of reference (a).
3. As required by reference (a), it is hereby determined that an easement is the most appropriate interest for this purpose; that the property involved is the only property which reasonably can be used for the proposed easement; that the easement will not materially interfere with present or foreseeable use of the property or with other Government activities in the vicinity; that the Government has sufficient interest in the property involved and the Department of the Navy sufficient jurisdiction thereover to grant the requested easement; that the property is not encumbered by other rights which would be incompatible with the proposed use, and that the grantee has the capacity to acquire and comply with the terms of the easement.
4. There are no sites, buildings, structures or objects in close proximity to the easement area listed in the National Historical Register, and the proposed easement will have no significance from the standpoint of historical preservation, satisfying the requirement of 16 U.S.C. 470f. Further, the easement will neither adversely affect the environment nor be environmentally controversial.



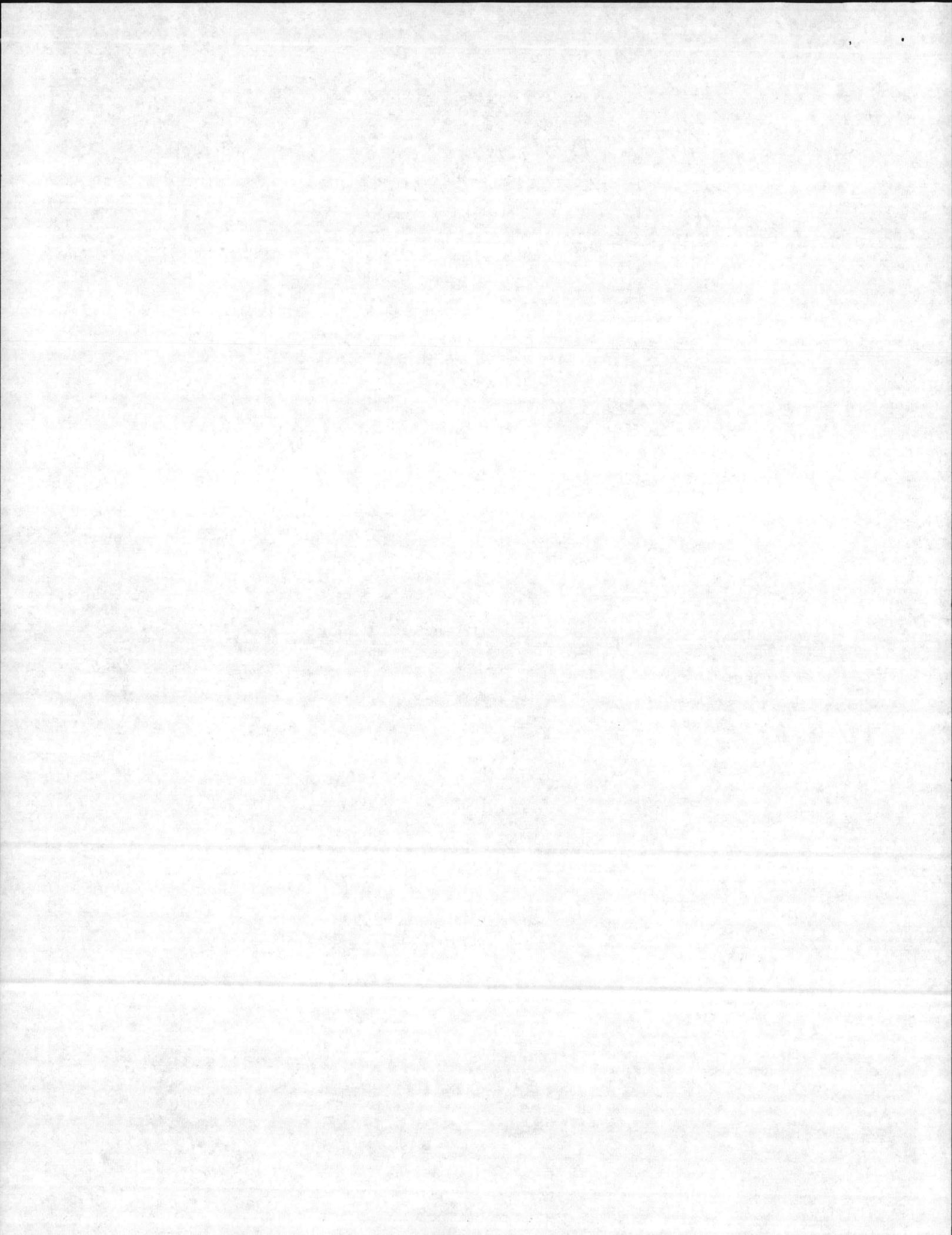
E0-286
241B1

Subj: USE OF GOVERNMENT PROPERTY FOR A SUBSCRIBER CARRIER SYSTEM

5. Concurrence in the easement proposal will be presumed unless advice to the contrary is received within thirty (30) days of this mailing.

J. EMERY NICHOLS
By direction

Copy to:
MCB Camp Lejeune





Carolina Telephone and Telegraph Company

Writer's Direct Dial Number
919-347-9303

Jacksonville, North Carolina
March 24, 1986

Assistant Chief of Staff, Facilities
Building 1, Marine Corps Base
Camp Lejeune, North Carolina 28542

Attention: Mr. Elston

Dear Sir:

Carolina Telephone and Telegraph Company needs a site for a subscriber carrier system at the intersection of U. S. Highway 17 and Highway 210. Camp Lejeune Marine Corps owns property near this intersection where we need to place our equipment.

I am attaching a drawing showing the approximate location of the site. In order to have sufficient room to place the equipment and allow employees to park when working on the equipment, we will need a 25' X 25' area.

I have talked with Mr. John Jordan, Public Works, about this matter and Mr. Jordan is checking with your Norfolk office to see if this would be acceptable and how we should proceed.

Your help in this matter would be greatly appreciated.

Yours very truly,

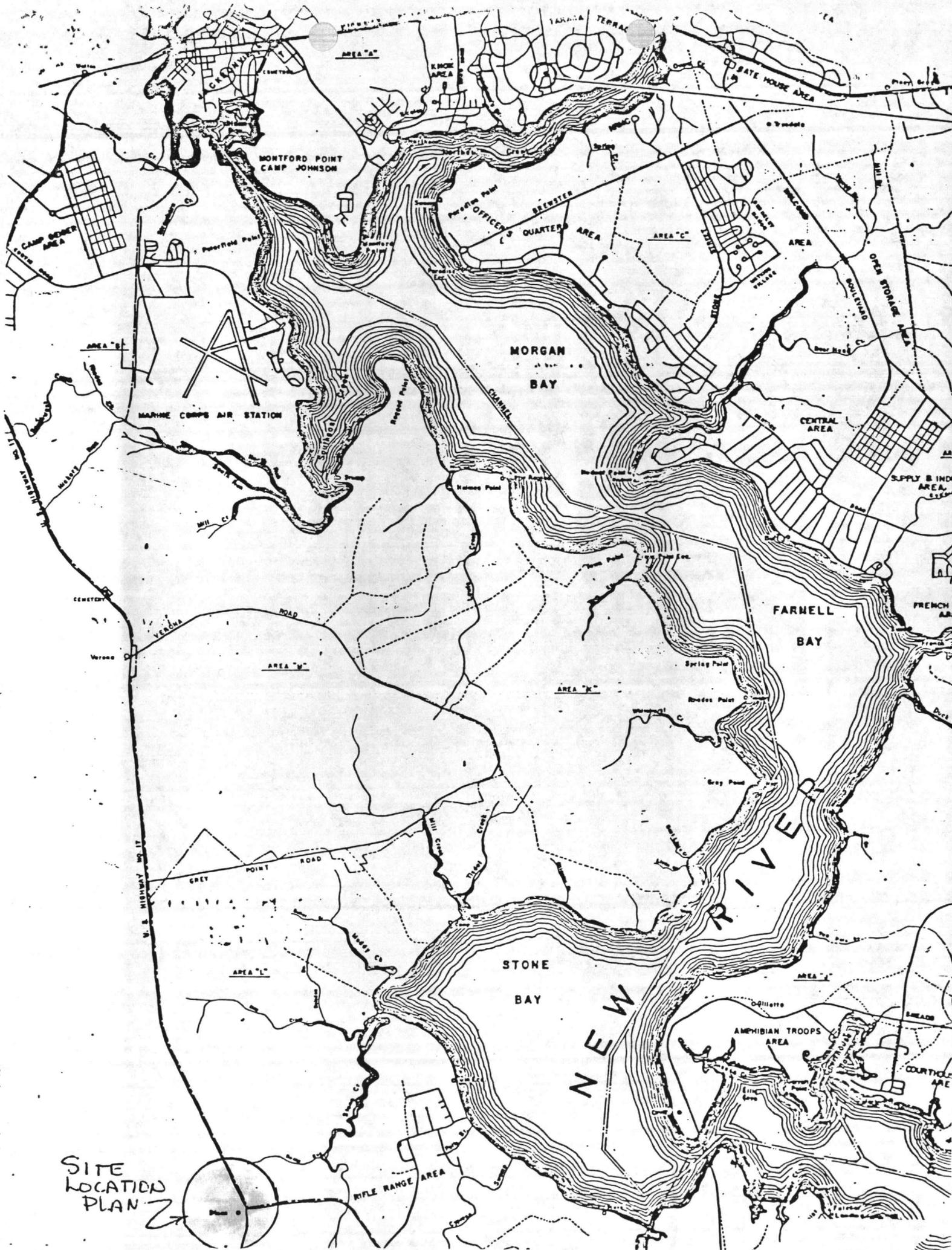
A handwritten signature in cursive script that reads "W. Bruce Ethridge".

W. Bruce Ethridge
Outside Plant Engineer II

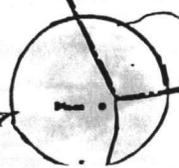
WBE/sb

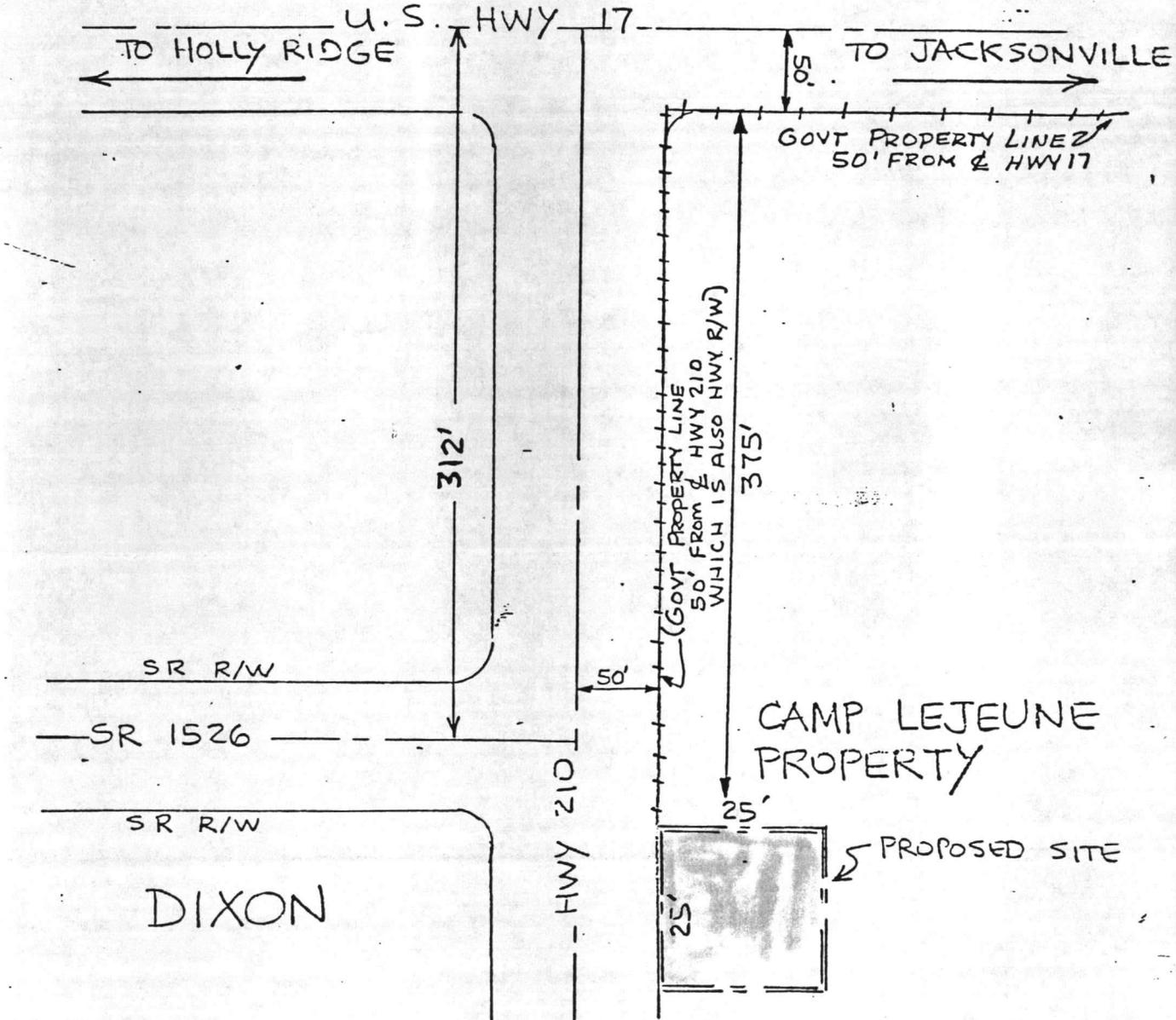
attch.

Enclosure (/)



SITE
LOCATION
PLAN





AUTHORIZED CODES

TAX DATA

TRANSMISSION DATA

FORECAST SECTION

CO. _____

CODE _____ ZONE _____

CORP. _____

F. D. _____

S. D. _____

TAPER POINT

CAROLINA TELEPHONE
AND
TELEGRAPH COMPANY
TARBORO, N. C.

TITLE
PROPOSED SITE FOR
SUBSCRIBER CARRIER AT DIXON.

EXCHANGE OR TOLL LINE
JACKSONVILLE, N.
BRIDGE ST. C.O.

DRAFTSMAN

ENGR

DIST. MGR

DIV. MGR

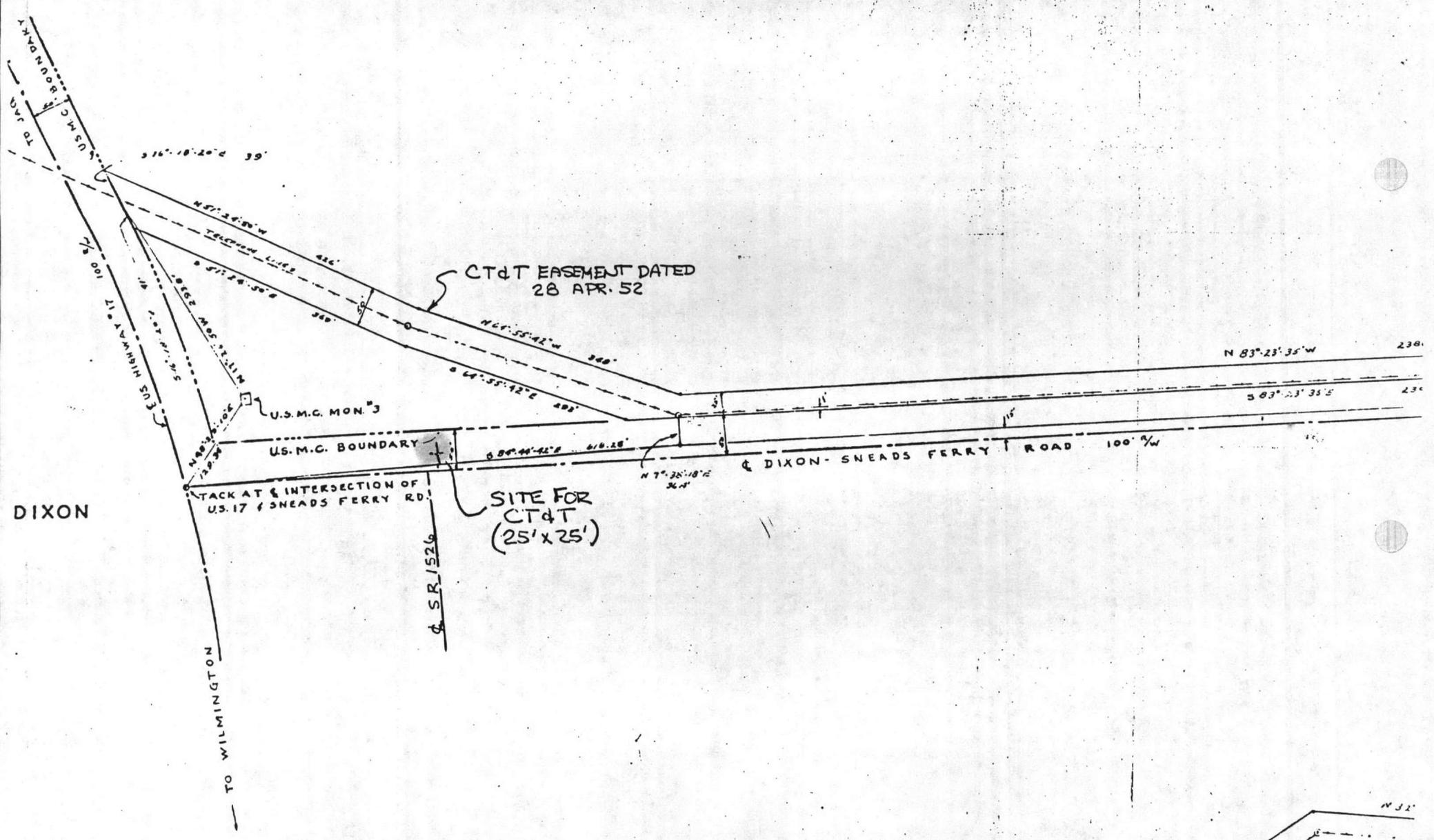
DATE

DRAWING

PROJECT

WORK ORDER

NING 40-520 56520



CT&T EASEMENT DATED
28 APR. 52

SITE FOR
CT&T
(25' x 25')

DIXON

TO WILMINGTON

TO JACOBY

U.S.M.C. MON. 3

U.S.M.C. BOUNDARY

STACK AT INTERSECTION OF
U.S. 17 & SNEADS FERRY RD.

S.R. 1526

DIXON-SNEADS FERRY ROAD 100% W

S 16° 18' 20\"/>

N 87° 24' 00\"/>

S 57° 24' 30\"/>

N 64° 55' 42\"/>

S 64° 55' 42\"/>

S 88° 44' 42\"/>

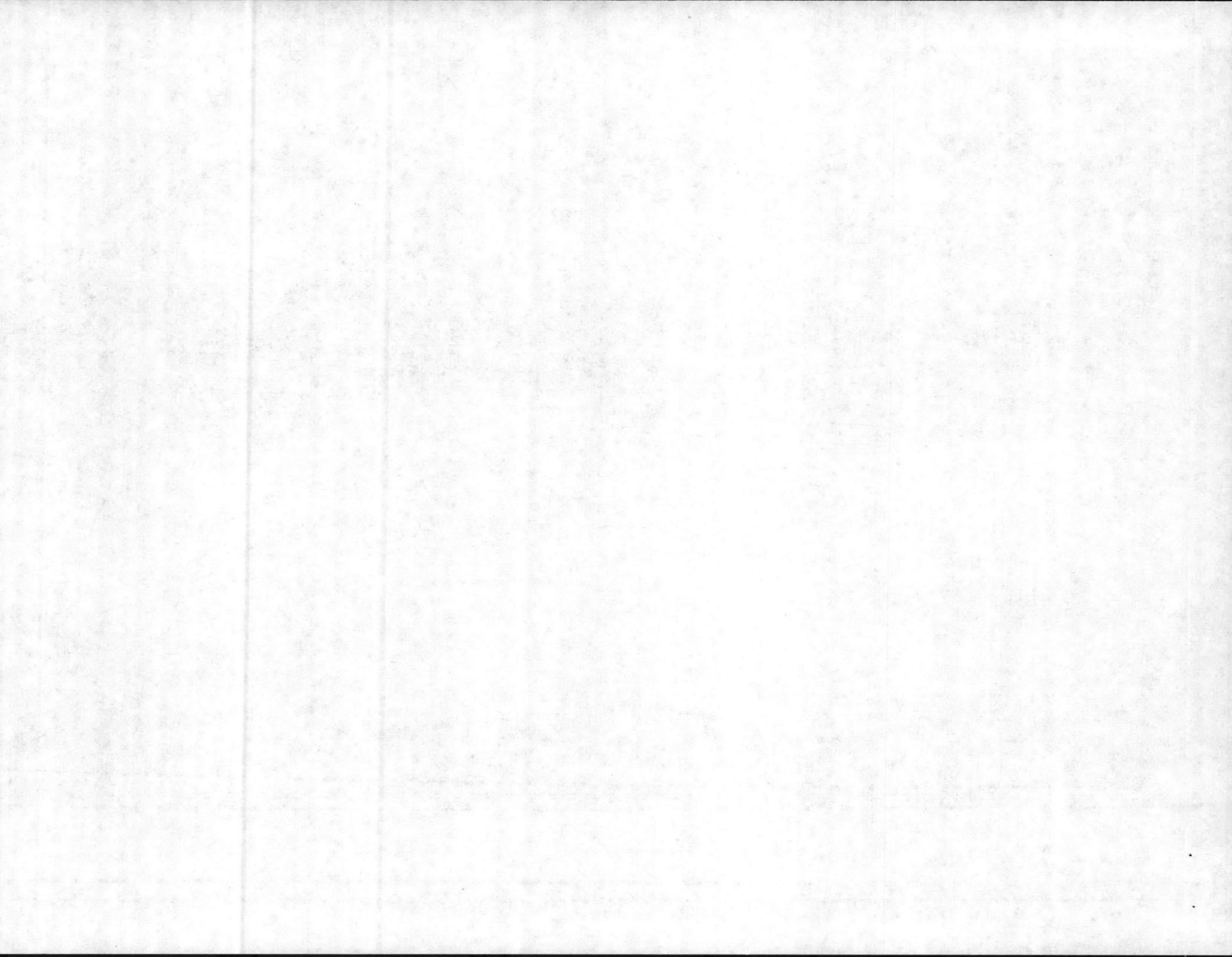
N 7° 38' 18\"/>

N 83° 23' 35\"/>

S 83° 23' 35\"/>

N 31°

S 32°





UNITED STATES MARINE CORPS
Marine Corps Base
Camp Lejeune, North Carolina 28542-5001

11000

PWO

8 March 1986

From: Commanding General, Marine Corps Base, Camp Lejeune, North Carolina
To: Commander, Atlantic Division, Naval Facilities Engineering Command,
Norfolk, VA 23511-6287

Subj: USE OF GOVERNMENT PROPERTY FOR A SUBSCRIBER CARRIER SYSTEM

Encl: (1) Ltr from Carolina Telephone & Telegraph Company (CT&T) to AC/S FAC
dtd 24 Mar 86.
(2) Site Map of Intersection of Highway 17 and 210 Showing Vicinity
of Site for CT&T.
(3) Sketch Submitted by CT&T Showing Site of 25' X 25' Area for
Subscriber Carrier System.
(4) Sketch of Site Showing Intersection Highway 17 and 210
with Government Property and Existing CT&T Easement.

1. Enclosure (1) was received by this Command from Carolina Telephone and Telegraph Company requesting the use of a 25' X 25' area at the intersection of U.S. highway 17 and highway 210 for a Subscriber Carrier System. The site location plan and site plans showing the exact location of the requested site are shown in enclosures (2), (3) and (4), which are hereby forwarded. The 25' X 25' area requested for use by Carolina Telephone & Telegraph Company, in enclosures (3) and (4), is on Government property.

2. Carolina Telephone and Telegraph engineers advised that the site will be permanent and should contain one telephone pole with a 12" X 36" X 42" metal cabinet attached to the pole and parking for vehicles of CT&T personnel who will periodically be working within the area.

3. It is requested that this request from Carolina Telephone and Telegraph Company be reviewed and if satisfactory that an appropriate real estate instrument be executed between the Government and Carolina Telephone and Telegraph Company for the use of a 25' X 25' area on Government property for a Subscriber Carrier System.

T. L. AUGULLET
By direction

Enclosure (2)

GRANT OF EASEMENT

THIS INDENTURE, made this ____ day of _____, 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

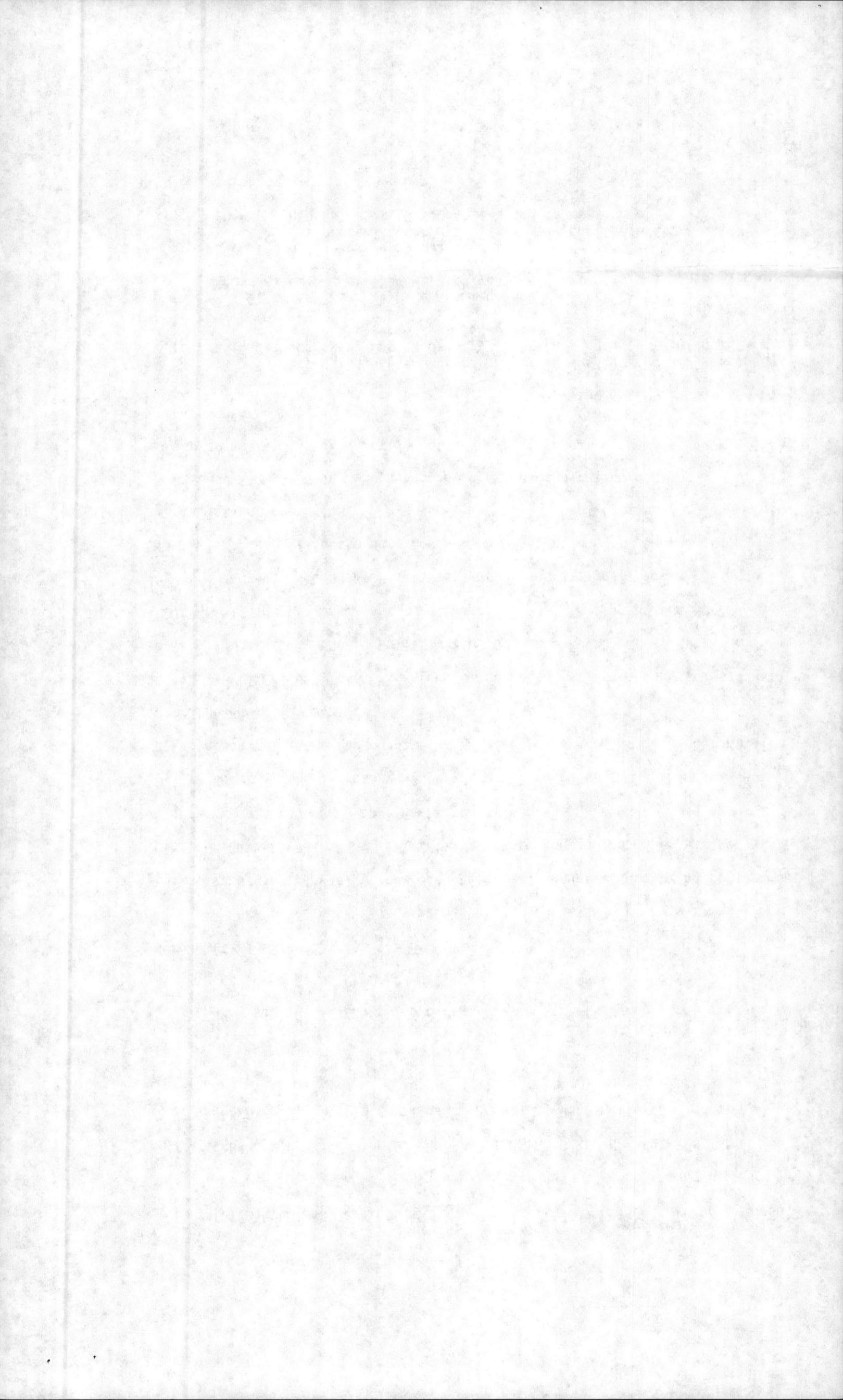
WHEREAS, the GRANTEE has requested the conveyance of an easement for the construction, installation, operation, maintenance, repair and replacement of a SUBSCRIBER CARRIER SYSTEM, a telephone component, on, over and across that portion of the BASE hereinafter described; and

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:

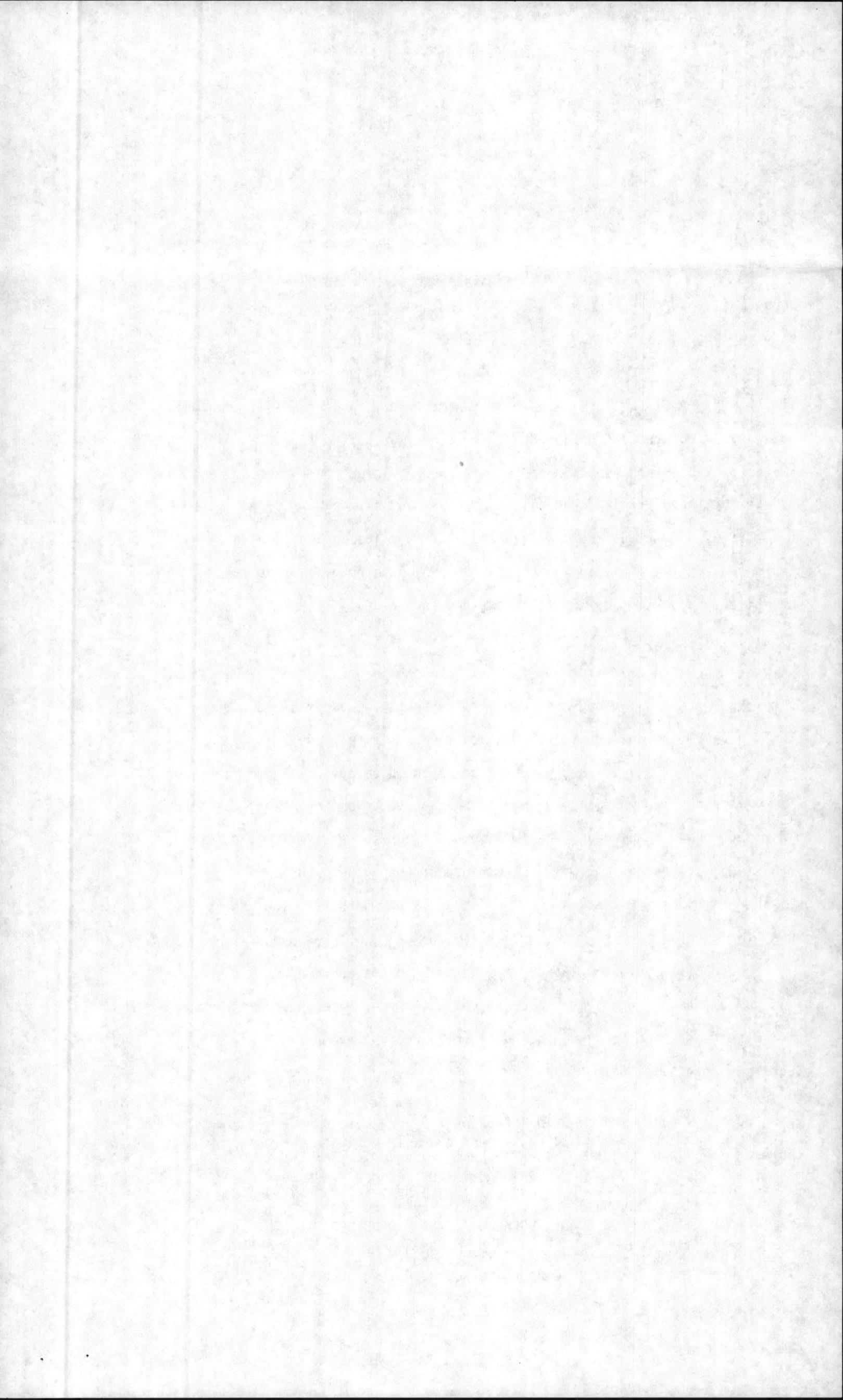
STARTING FROM U.S.M.C. Monument No. 3, North Carolina Grid Coordinates N 308,905.46 E 2,457,757.69 located approximately 130 feet Northeast from intersection of U.S. Hwy No. 17 and N.C. State Rt. No. 210, (Dixon-Sneads Ferry Road); proceed S 48° 28' 10" W 129.34 feet to a tack at centerline of U.S. Hwy 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 70° 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 70° 38' 18" E 25.0 feet to a point; thence S 83° 23' 35" E 25.0 feet to a point; thence S 70° 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 Project Drawing No. 95240052, dated 21 March 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.

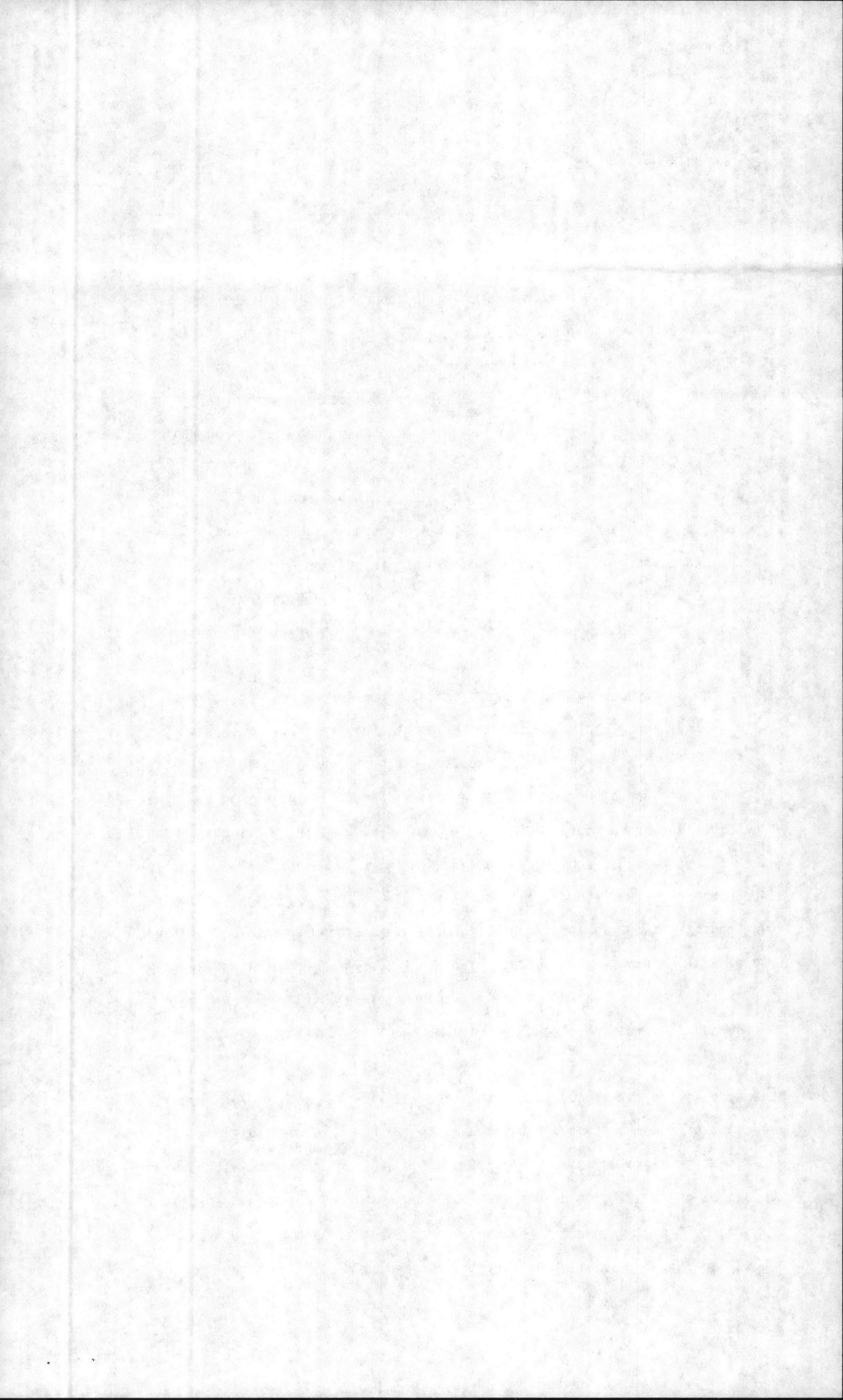
7. If, at any future time, the GOVERNMENT determines that the SYSTEM, or any portion thereof, unduly interferes with any of GOVERNMENT's activities, it shall have the right to terminate this easement, in whole or in part, to the extent necessary to eliminate such interferences; PROVIDED THAT, unless 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 _____
By direction of the Commander,
Atlantic Division, Naval Facilities
Engineering Command, Norfolk
Virginia 23511-6287

CAROLINA TELEPHONE AND TELEGRAPH
COMPANY

By _____

ATTEST:

(SEAL)

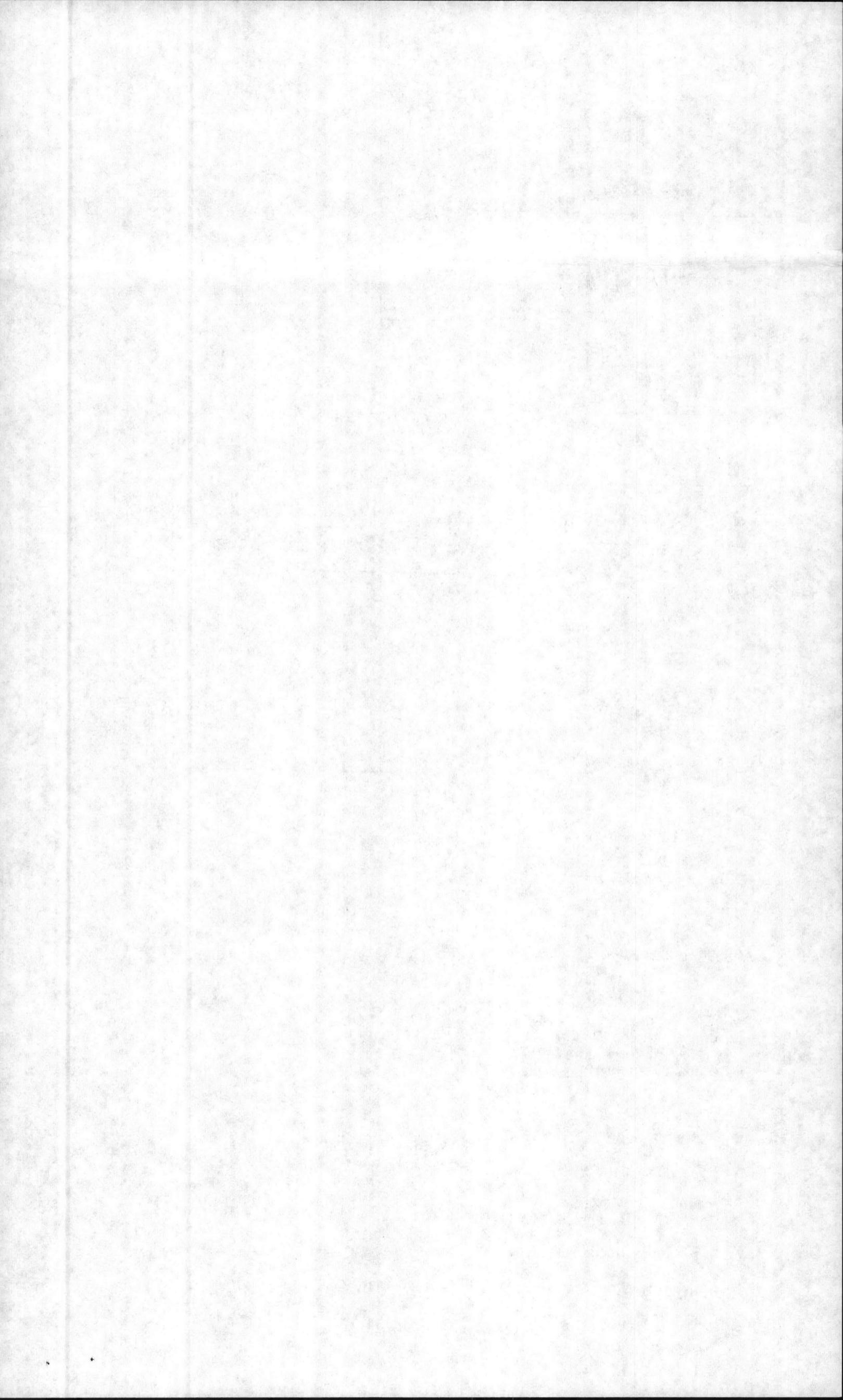
STATE OF VIRGINIA)
) To wit
CITY OF)

I, _____, a Notary Public for the State at Large, do hereby certify that _____ whose name is signed to the foregoing GRANT OF EASEMENT, bearing date of the _____ day of _____, 1986, have this day acknowledged the same before me in the City and State aforesaid.

Given under my hand this _____ day of _____, 1986.

Notary Public

My commission expires: _____



STATE OF NORTH CAROLINA)
) To wit
COUNTY OF)

I, _____, a Notary Public for
the State and City aforesaid, certify that _____
personally came before me in this day and acknowledged that he
is _____ 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 _____, sealed with its corporate seal, and attested
by _____ as its _____.

Witness this my hand and official seal, this _____ day
of _____, 1986.

Notary Public

My commission expires: _____

