



**DEPARTMENT OF THE NAVY**

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

TELEPHONE NO.

445-2375

IN REPLY REFER TO:

EO-296

241B1

**23 SEP 1987**

Mr. J. Hal Kinlaw, Jr.  
Webb Creek Water and Sewage, Inc.  
P.O. Box 1371  
Lumberton, NC 28359

Dear Mr. Kinlaw:

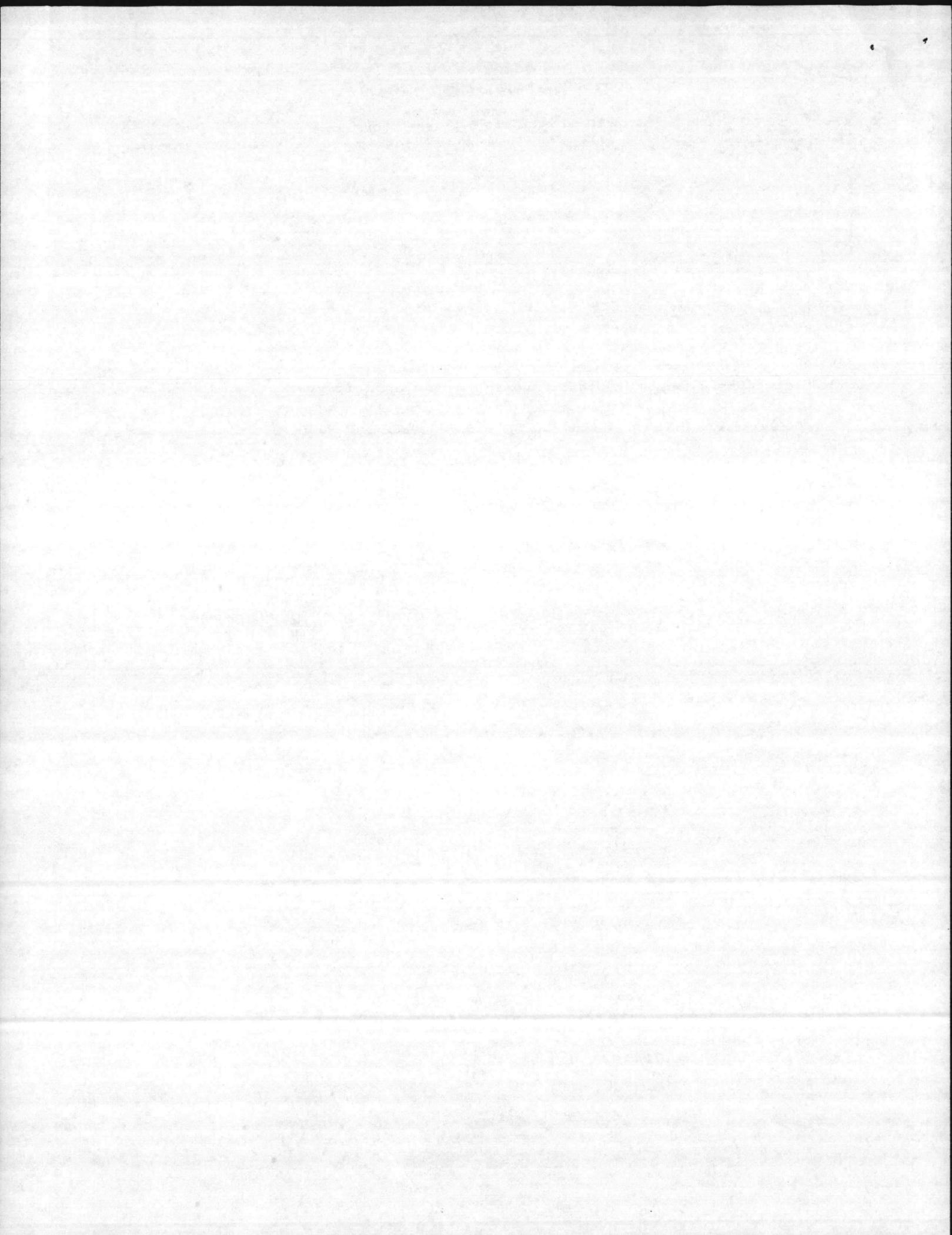
License N62470-87-RP-00169, covering your Company's use of land at the Marine Corps Base, Camp Lejeune, North Carolina, has been executed on behalf of the Government. A fully executed copy is enclosed for your records.

Sincerely,

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

Encl

Blind copy to: (w/encl)  
→ MCB Camp Lejeune  
Navy Regional Finance Center  
Special Accounts Division Code 431  
Washington, D.C. 20371



GRANT OF EASEMENT

THIS INDENTURE, made this 24th day of August, 1987, by and between the UNITED STATES OF AMERICA, acting by and through the Department of the Navy, hereinafter called the GOVERNMENT, and the WEBB CREEK WATER AND SEWAGE, INC., a North Carolina corporation, hereinafter call the GRANTEE;

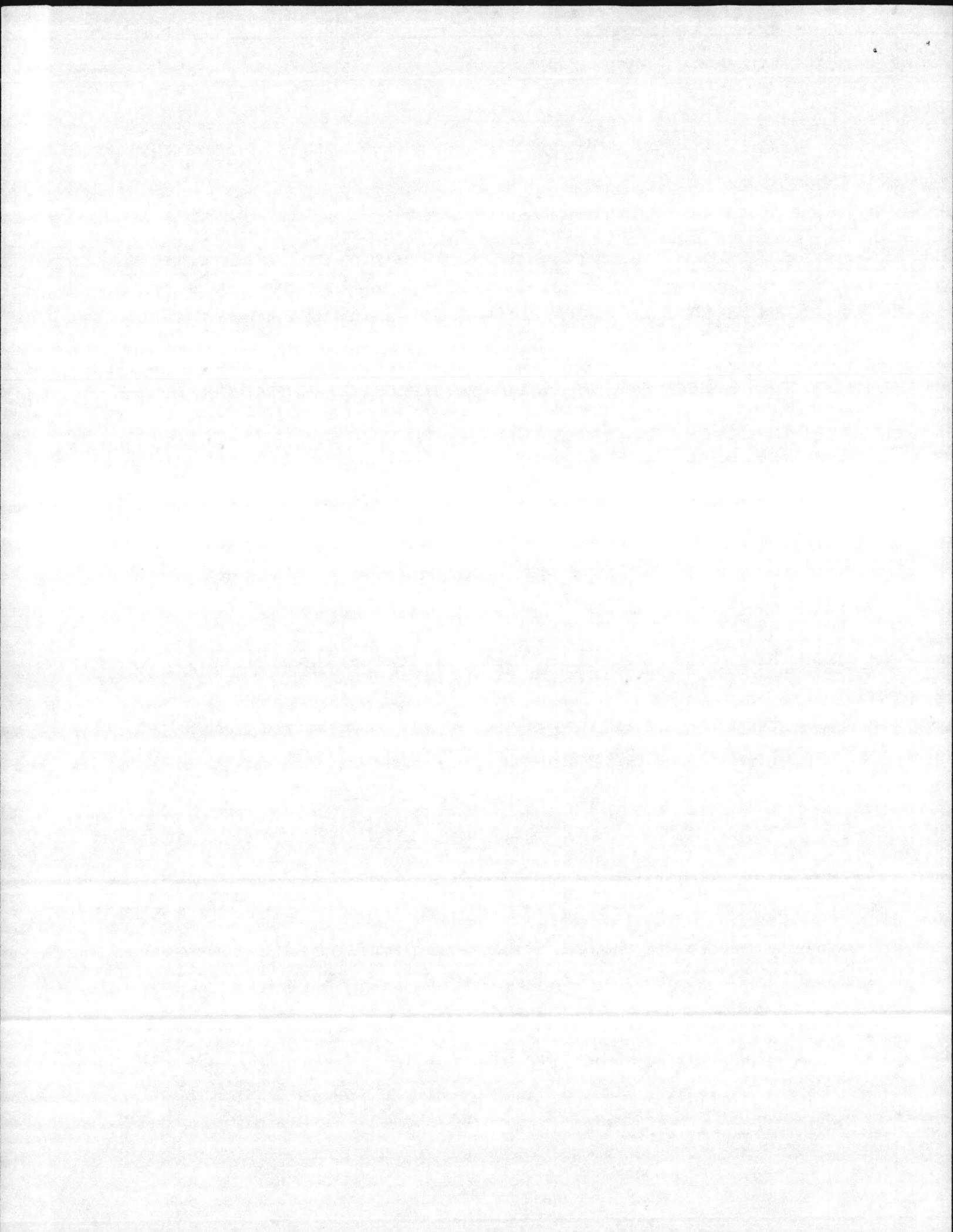
W I T N E S S E T H:

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 an underground sewer line, 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 TWENTY NINE HUNDRED Dollars (\$2,900.00) 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 an underground sewer line, hereinafter referred to as the LINE, on, over, under and across that portion of the BASE hereinafter called the PREMISES, and described hereinafter, to wit:

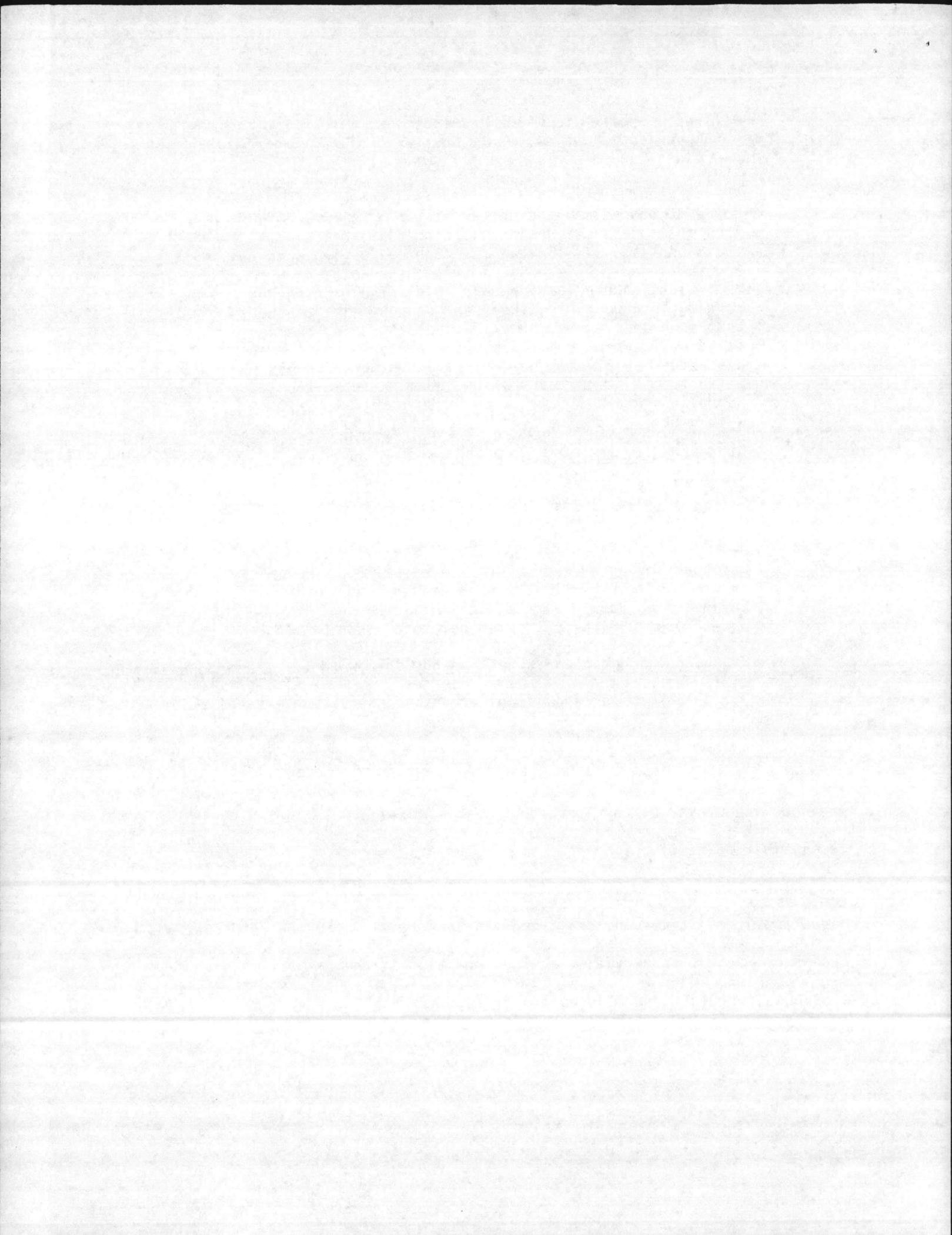


All that certain piece or parcel of land situate at the Marine Corps Base, Camp Lejeune, Onslow County, North Carolina, containig 2.85 acres, more or less, and described as follows:

BEGINNING at a point, which is located S 030 49' 36" W-36.559' along the centerline of N.C. Hwy. 172, from its intersection with the centerline of the Eastbound lane of N.C. Hwy. 24; thence leaving said hwy. and running N 82° 17' 0" W-15.0' to the point of beginning; thence leaving said point of beginning and running in a Westerly direction, and parallel to the Eastbound lane of N.C. Hwy. 24 and also being the center of said 10' utility easement, the following bearings and distances: N 82° 17' 0" W-196.441'; N 80° 49' 50" W-146.54'; N 78° 42' 32" W-180.453'; N 81° 16' 36" W-503.36'; N 81° 16' 42" W-2076.896'; N 81° 18' 21" W-1584.557'; N 82° 24' 15" W-250.018'; N 83° 30' 21" W-318.927'; N 85° 17' 51" W-276.265'; N 87° 35' 03" W-232.407'; N 89° 03' 49" W-329.726'; S 89° 31' 51" W-218.03'; S 89° 29' 27" W-1594.696'; S 89° 23' 57" W-1,411.59'; S 83° 40' 27" W-191.36'; S 81° 44' 15" W-186.832'; S 81° 46' 33" W-1454.079'; and S 81° 26' 27" W-1,256.534' to a Manhole; thence S 31° 19' 08" W-18.317' and S 30° 17' 32" W-3.256' to Wallace Creek, encompassing an area of approximately 2.85 acres as shown and described on one-page drawing made by Greene Engineering, P.A., Route 2, Snow Hill, North Carolina dated June 12, 1987, attached hereto as "Exhibit A".

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 SEWER 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 SEWER 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 SEWER.

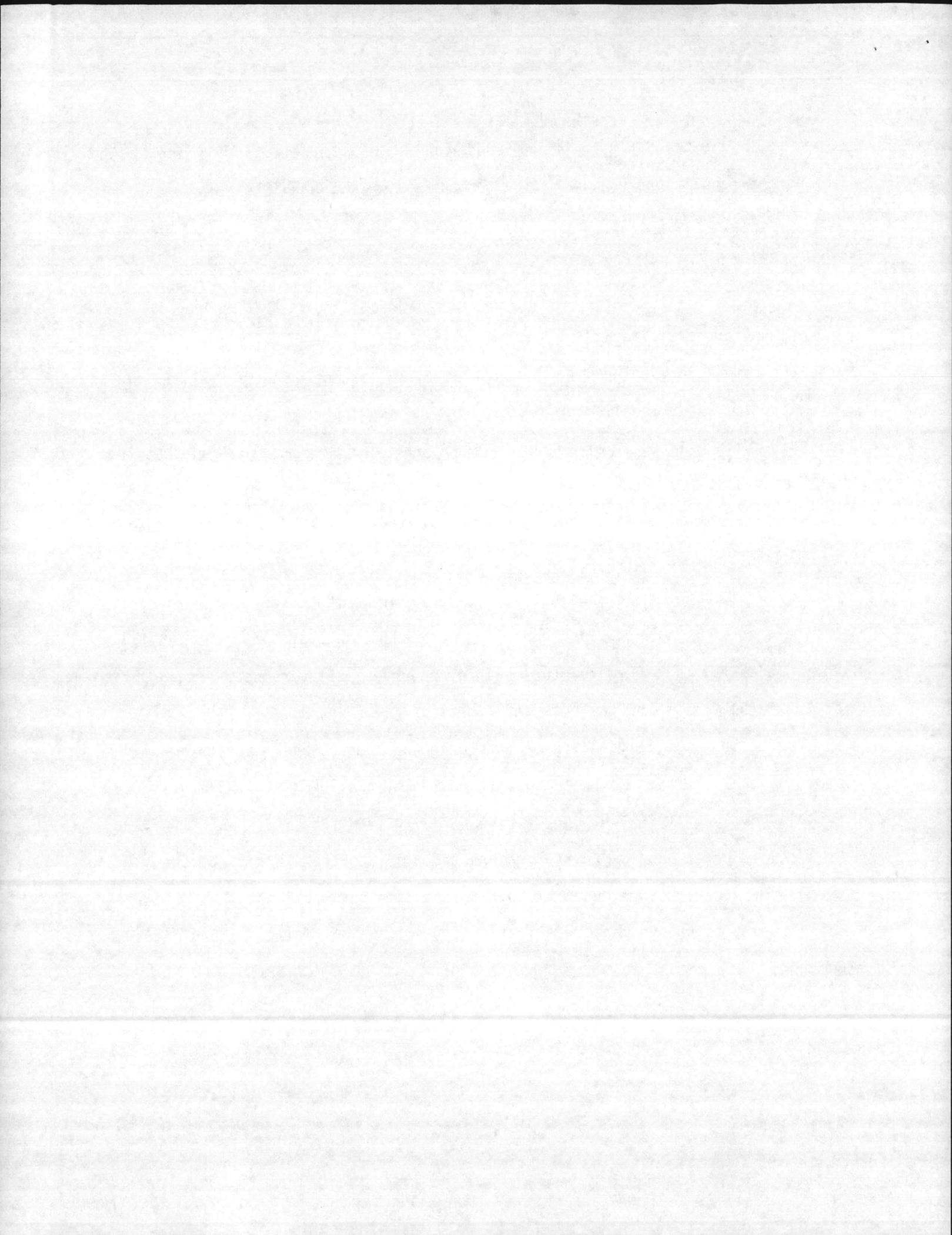


3. The GRANTEE's rights hereunder shall be subject to such reasonable rules and regulations as may be prescribed by the GOVERNMENT to assure that the exercise of such rights will not interfere with GOVERNMENT activities at the BASE.

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 officer, 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 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 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 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, if any.

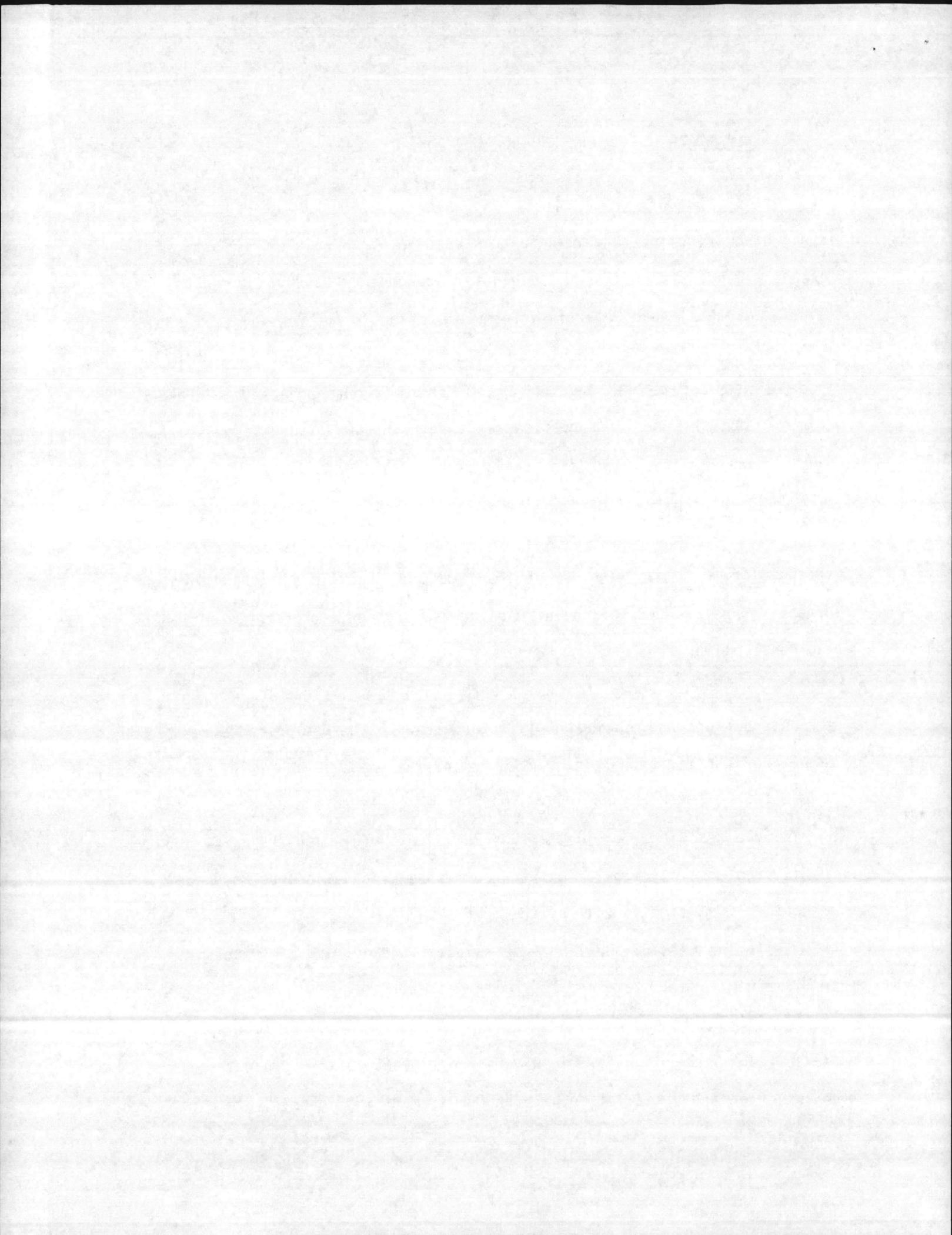
8. All or any part of this easement may be terminated upon failure by the GRANTEE to comply with any of its terms and conditions; upon abandonment of the rights granted herein; or upon nonuse of such rights for a period of two consecutive years.

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 with 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.

12. Subject easement is located within a right-of-way granted to the State of North Carolina for Highway 24 and GRANTEE is to coordinate construction and installation with the Department of Highways, State of North Carolina.



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 Mills  
By direction of the Commander  
Atlantic Division, Naval Facilities  
Engineering Command, Norfolk,  
Virginia 23511-6287

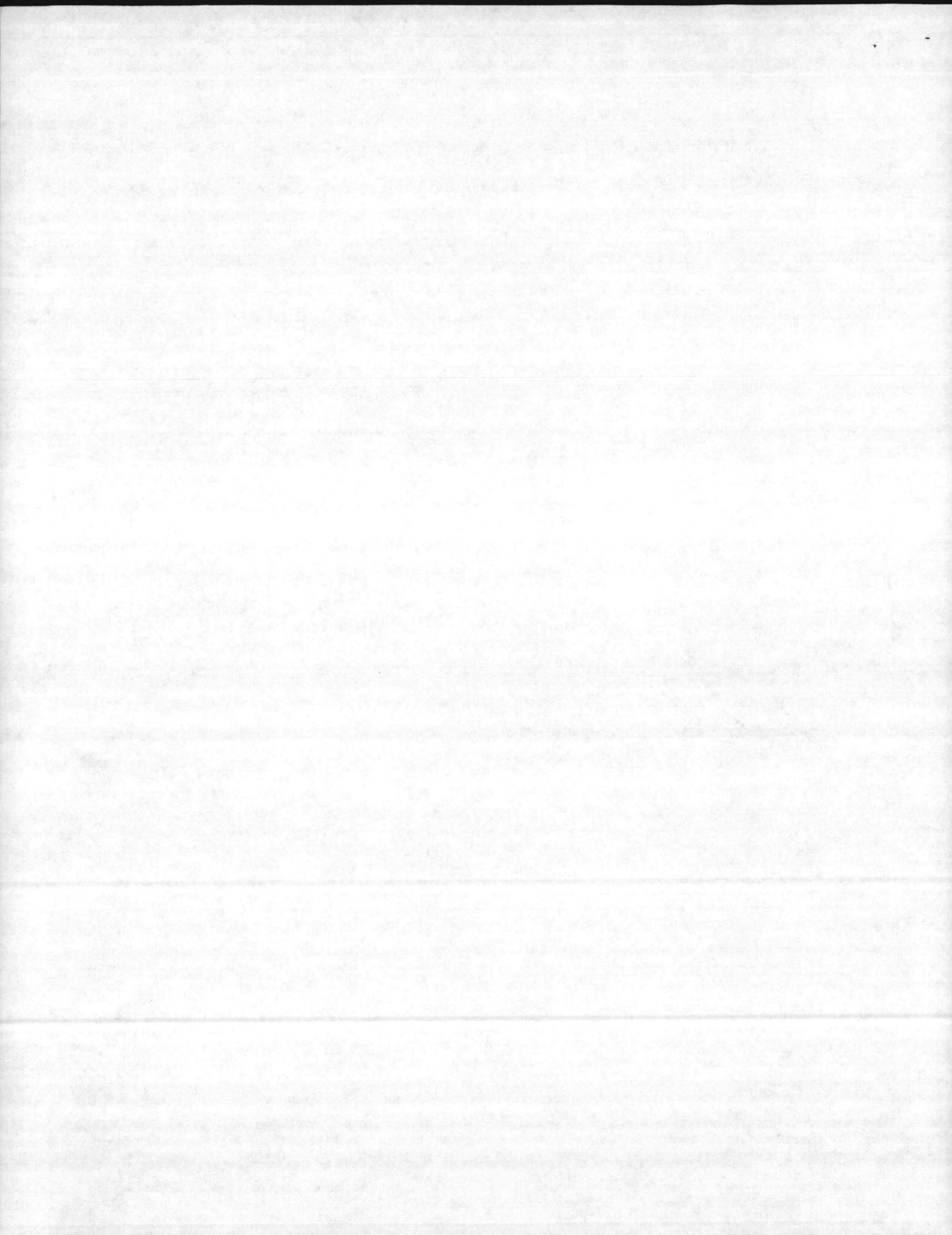
WEBB CREEK WATER AND SEWAGE, INC.

By J. Hal Kinlaw Jr  
(PRESIDENT)

ATTEST:

Joseph Hal Kinlaw  
Secretary

(SEAL)



STATE OF VIRGINIA )  
 ) To wit  
CITY OF NORFOLK )

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 24th day of August, 1987, has this day acknowledged the same before me in the City and State aforesaid.

Given under my hand this 18th day of September, 1987.

Marilyn W. Reinhold  
Notary Public

My commission expires: February 27, 1990

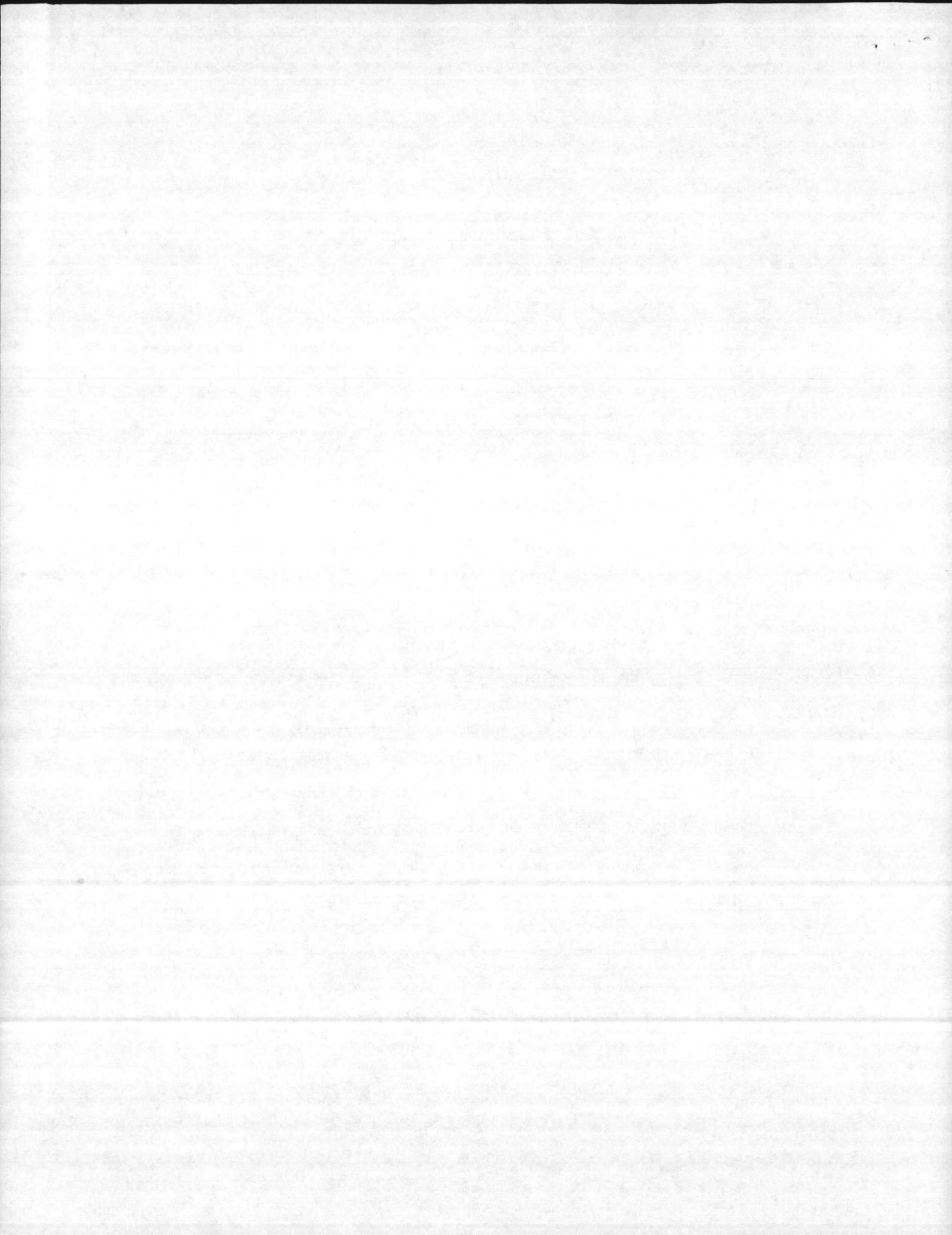
STATE OF NORTH CAROLINA )  
 ) To wit  
CITY OF LUMBERTON )

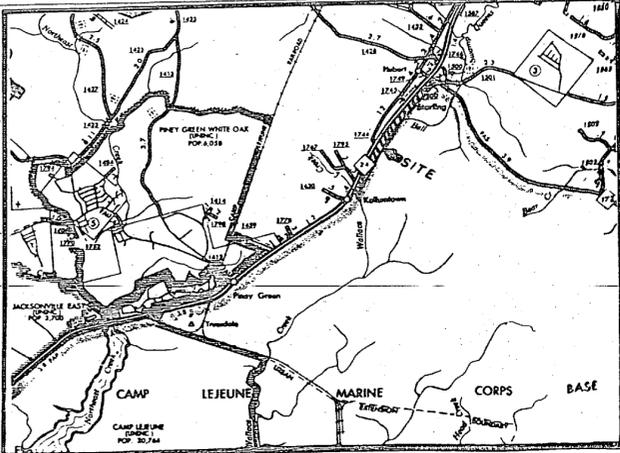
I, Sheila L. Covington, a Notary Public for the State and City aforesaid, certify that J. Hal Kinlaw, Jr., personally came before me on this day and acknowledged that he is President, of the WEBB CREEK WATER AND SEWAGE, INC., a corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by J. Hal Kinlaw, Jr. its President, sealed with its corporate seal, and attested by Joseph Hal Kinlaw as its Secretary.

Witness this my hand and official seal, this 24th day of August, 1987.

Sheila L. Covington  
Notary Public

My commission expires: 4-22-89

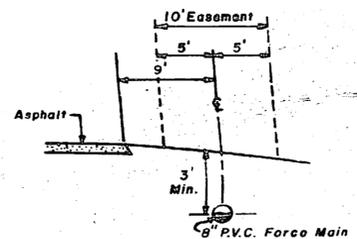
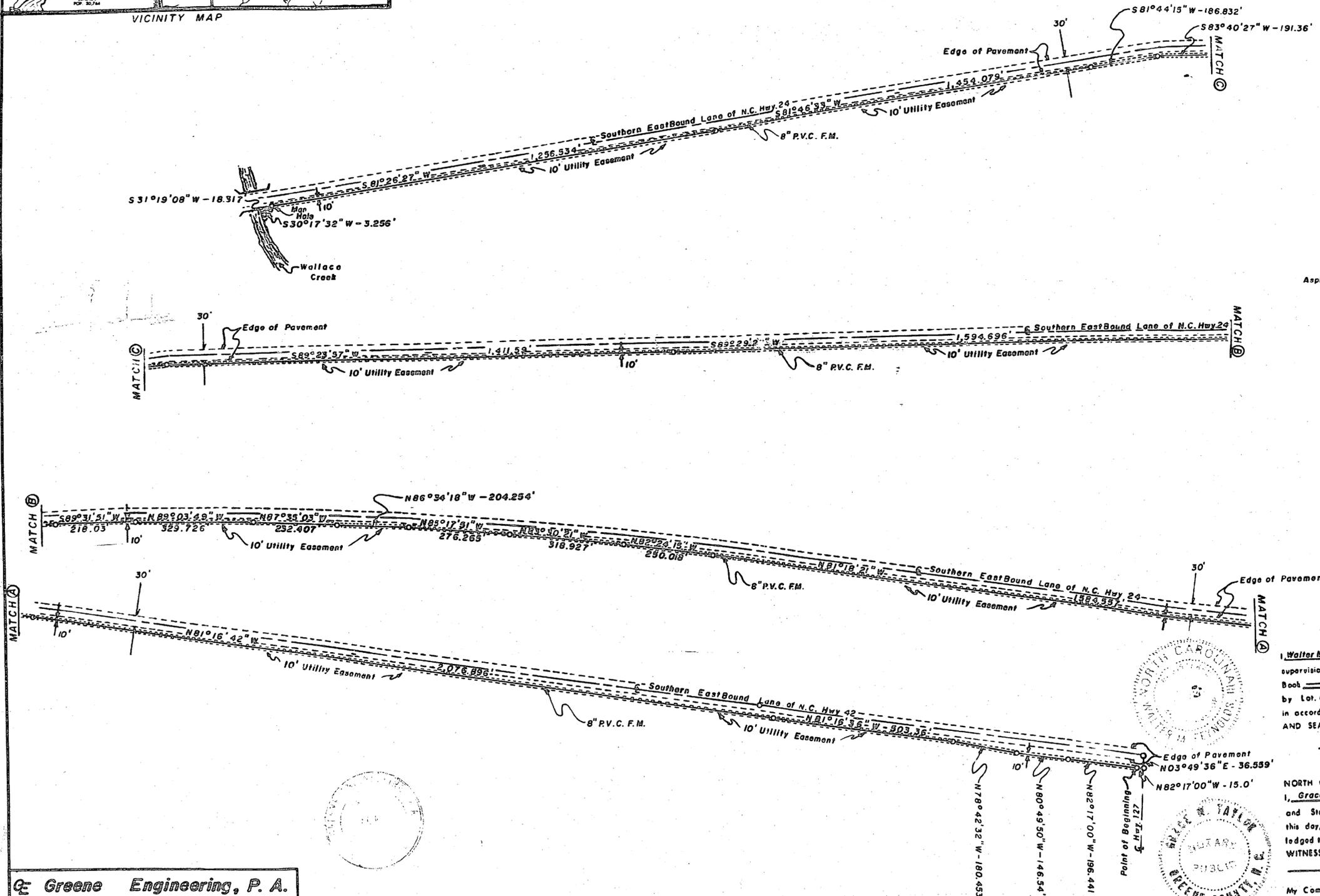




VICINITY MAP

# Existing Location & 10' Utility Easement 8" Sanitary Sewer Force Main Webb Creek Water & Sewage, Inc.

SWANSBORO TWSR. SCALE: 1"=200' ONSLOW CO., N.C.



TYPICAL PIPE SECTION  
NOT TO SCALE

I, Walter M. Reynolds III, CERTIFY that this map was drawn under my supervision from an actual field survey and from \_\_\_\_\_ recorded in Book \_\_\_\_\_ Page \_\_\_\_\_. The total error of closure as calculated by Lat. and Dep. is 1: \_\_\_\_\_. This map was prepared in accordance with G. S. 47-30 as amended. WITNESS MY HAND AND SEAL THIS 12th DAY OF June, A. D. 1987.  
Reg. Surveyor, 1320, R.F.D. 2, SNOW HILL, N. C.



NORTH CAROLINA \_\_\_\_\_ COUNTY  
I, Grace W. Taylor, a Notary Public in and for said County and State, do hereby certify that personally appeared before me this day, Walter M. Reynolds III, Registered Surveyor, and acknowledged the due execution of the foregoing instrument, to wit, a map. WITNESS my hand and Notarial Seal this 12th day of June, 1987.  
My Commission Expires: Feb. 27, 1992  
Grace W. Taylor  
Notary Public

**Greene Engineering, P. A.**  
ROUTE 2, SNOW HILL, N.C.  
DATE: 06-12-87 DRAWN BY: K. WRIGHT

