

All correspondence in connection with this contract should include reference to No. NOy(R)-48135 *Extensions*

Midway Park, Brewster, and Stone Street

REVOCABLE PERMIT

THE DEPARTMENT OF THE NAVY, hereinafter called the PERMITTOR, represented by and acting through the Chief of the Bureau of Yards and Docks, acting under the direction of the Secretary of the Navy, hereby grants to the COMMISSIONER OF EDUCATION, DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE, hereinafter called the PERMITTEE, or his designated agent, permission to occupy and use the following described land, buildings, and improvements, hereinafter called the FACILITIES, forming a part of Marine Corps Base, Camp LeJeune, North Carolina, hereinafter called the CAMP:

TRACT NO. 1

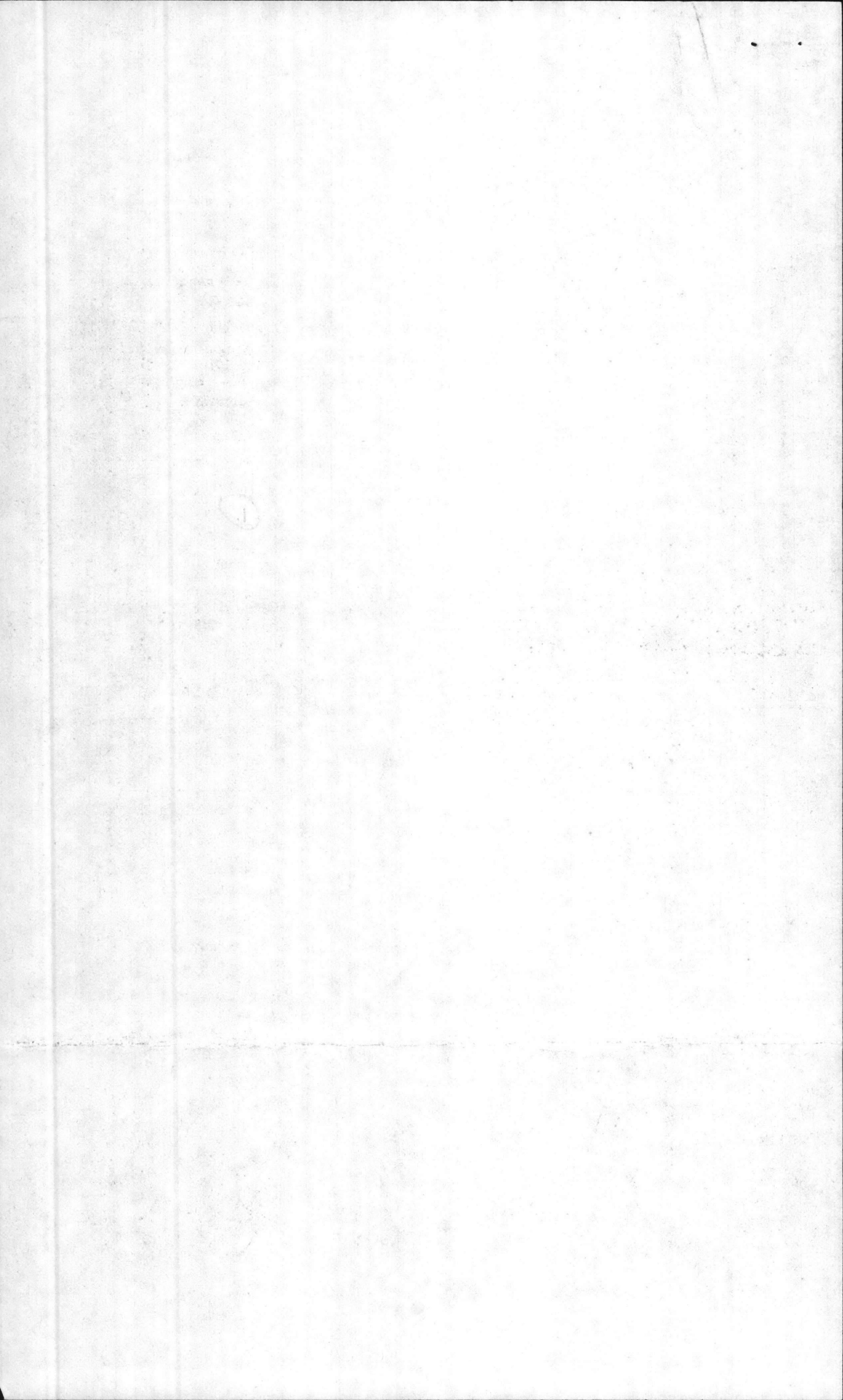
①

1.58 acres, more or less, located at Midway Park within the CAMP, and more particularly described as follows:

Commencing at USMC Monument No. 351, located at the intersection of Butler Drive North and Fourth Street in Midway Park; thence N. $33^{\circ} 50' 48''$ W., 191.85 feet to the true point of beginning:

Thence, N. $52^{\circ} 37' 36''$ W., 77.14 feet to a point in the southeasterly line of the boundary of the original school site, custody of which was entrusted to the Navy by the Commissioner of Public Buildings on the 2nd day of October 1944; thence S. $38^{\circ} 20' 17''$ W., along the boundary of said site, 30.44 feet to a point in the north right of way line of Butler Drive North; thence along said right of way line N. $51^{\circ} 39' 43''$ W., 332.0 feet; thence N. $38^{\circ} 20' 17''$ E., 30.22 feet; thence leaving the boundary of said original school site and running through lands of the Midway Park Housing Project, N. $51^{\circ} 39' 43''$ W., 51.56 feet; thence N. $38^{\circ} 20' 17''$ E., 132.28 feet; thence S. $51^{\circ} 39' 43''$ E., 51.56 feet to the most northerly corner of said original school site; thence continuing with the same bearing, binding on the northeasterly line of said original school site, 332 feet to a corner of said site; thence continuing with the same bearing, through lands of the Midway Park Housing Project, 19.85 feet (the total distance along the aforesaid course being 403.41 feet); thence S. $2^{\circ} 26' 38''$ E., 76.57 feet; thence S. $32^{\circ} 48' 58''$ W., 73.26 feet to the point of beginning; all as more completely delineated on a drawing entitled Midway Park Primary School, Original Site & Extensions, Marine Barracks, Camp LeJeune, North Carolina, 3/17/53, a copy of which is attached hereto and by this reference made a part hereof, marked Exhibit "A".

COPY



TRACT NO. 2

30.16 acres, more or less, within the CAMP, and more particularly described as follows:

Commencing at USMC Monument No. 94, N. C. Grid Coordinates N. 356,087.54 and E. 2,497,264.72 located approximately 210 feet south of Brewster Boulevard near Camp School, Camp LeJeune, N. C., proceed N. 00° 37' 30" W. a distance of 162.39 feet to the true point of beginning:

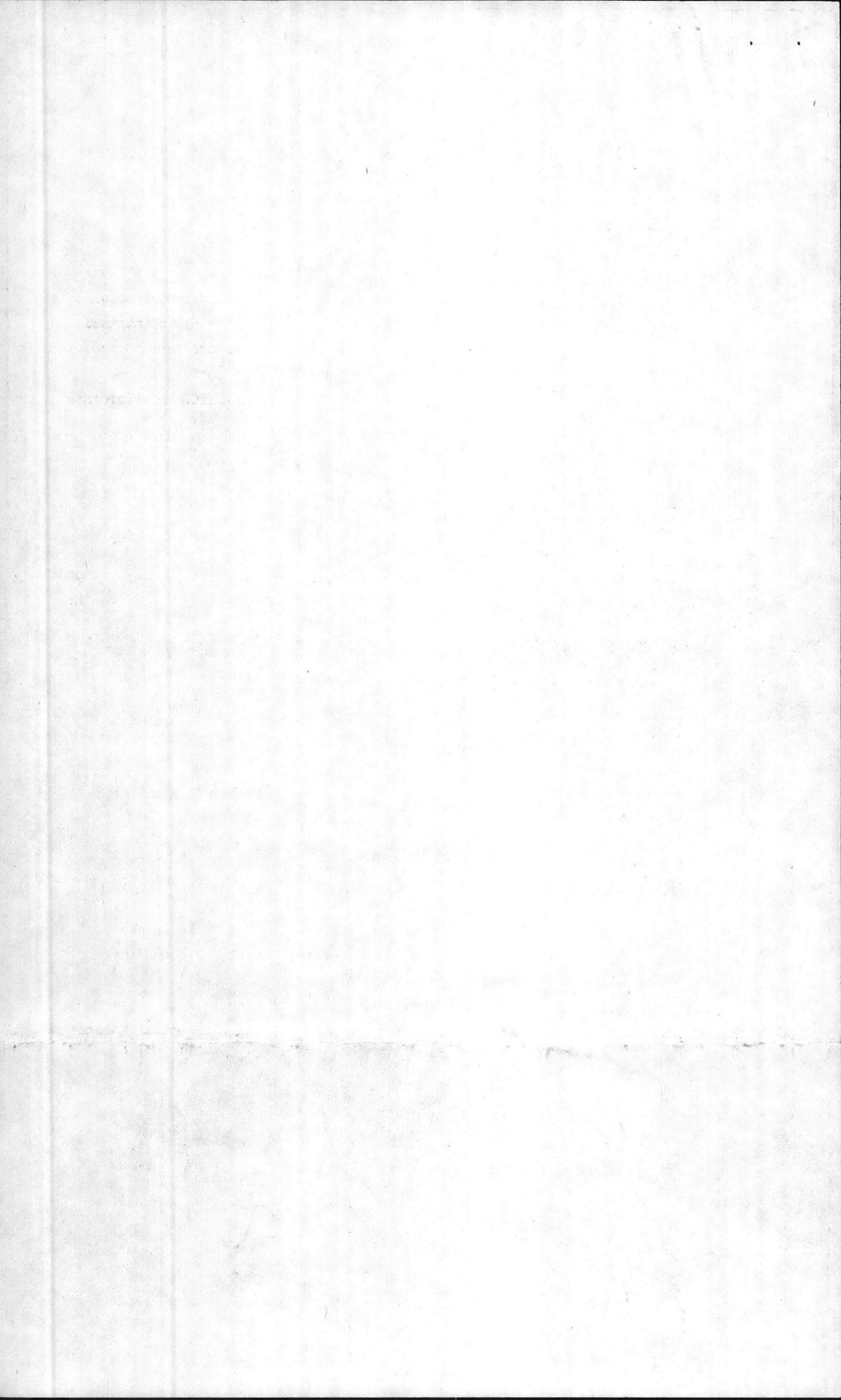
Thence, S. 6° 47' 47" E. a distance of 117.18 feet to a point; thence S. 80° 19' 45" W. a distance of 1073.40 feet to a point; thence N. 6° 47' 32" W. a distance of 1225.80 feet to a point on the southerly R/W line of Brewster Boulevard; thence along said R/W line N. 83° 12' 20" E. a distance of 1071.99 feet to the point of beginning; all as more completely delineated on a drawing entitled Camp LeJeune Elementary School and High School, Plat and Boundary Survey, No. 566967, Revised Boundary Survey to Original, "B", 10-9-53, a copy of which, marked Exhibit "B", is attached hereto and by this reference made a part hereof.

together with necessary rights of ingress and egress over existing roadways and streets of the CAMP to enter, leave, and travel between the above-described Tracts 1 and 2.

THIS PERMIT revokes and supersedes Revocable Permit NOy(R)-47739 and any and all other instruments previously issued to the PERMITTEE for use of any lands and buildings herein, and shall be subject to the following provisions and conditions:

1. This permit shall be effective as of the 1st day of January, 1954, and is terminable as hereinafter provided.
2. The FACILITIES shall be used by the PERMITTEE, or his designated agent, for construction of school buildings and appurtenances as provided for under Section 204 of Public Law 815, 81st Congress, and for maintenance and operation of such buildings and appurtenances, together with maintenance and operation of the school buildings and appurtenances previously constructed, and now forming part of the FACILITIES hereby made available, for the public education of children residing at the CAMP, as provided for under Public Law 874, 81st Congress, or any subsequent Congressional enactment.

COPY



3. If and to the extent that utilities and related services required for PERMITTEE'S operations hereunder are available from private sources, PERMITTEE, or his designated agent, will procure such utilities and services directly; and PERMITTOR agrees to grant any license that may be required for the purpose of extending service lines to the FACILITIES. If such utilities and services are not obtainable from private sources, and if and to the extent that they are maintained and are available at the CAMP, PERMITTOR agrees to furnish them to the PERMITTEE, or his designated agent, provided that the cost of such utilities and services shall be reimbursed to the PERMITTOR in accordance with existing laws and regulations governing such reimbursement.

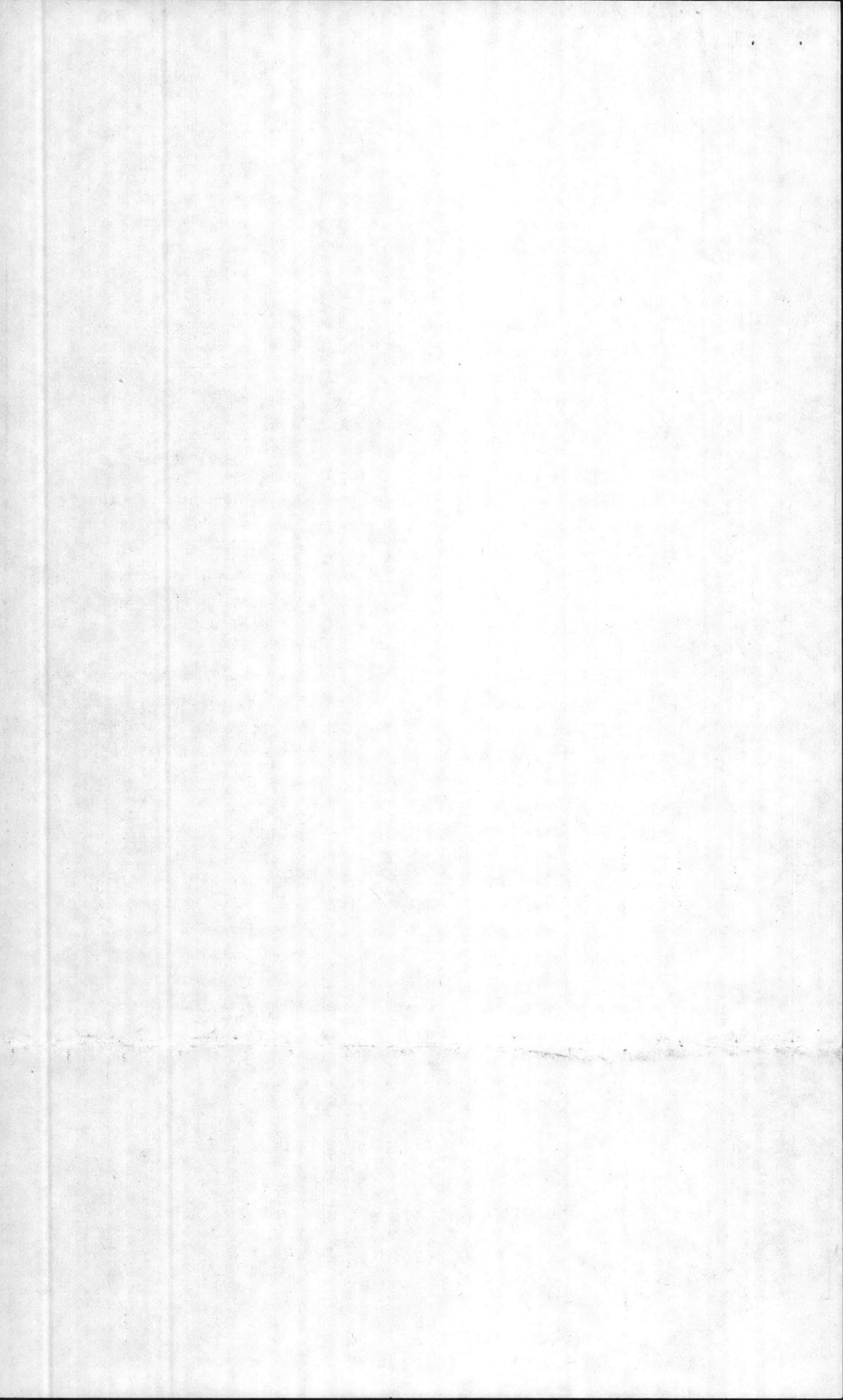
4. If and to the extent that facilities and personnel for fire and police protection are maintained at the CAMP and are available for the purpose, PERMITTOR agrees to furnish without reimbursement such fire and police protection as may be required to protect the school facilities, provided, however, if any expansion of fire and police personnel or equipment is required by the PERMITTEE to furnish such protection, the cost of any such expansion will be borne by the PERMITTEE.

5. PERMITTEE shall, at its own cost and expense, protect, preserve, maintain, repair, and keep in good order, condition, and repair, the FACILITIES made available hereunder, which obligation shall extend to the making of capital repairs and replacements to the FACILITIES as long as PERMITTEE has authority to do so under Public Law 874, or any other Congressional enactment, and PERMITTEE deems the FACILITIES to be necessary to the accomplishment of his statutory obligations.

6. With regard to any building or substantial addition or alteration thereto which shall be erected by the PERMITTEE or his designated agent, the PERMITTEE shall consult with the Chief of the Bureau of Yards and Docks or his representative as to plans and specifications therefor.

7. PERMITTOR may terminate this permit on reasonable notice to the PERMITTEE in event of either of the following contingencies:

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- a. Failure of the PERMITTEE to utilize the FACILITIES for the education of children residing at the CAMP for a period of six consecutive months during which the schools of the State of North Carolina are in operation;
- b. Termination of authority in the COMMISSIONER OF EDUCATION to conduct, or to make arrangements for, educational programs on Federal establishments as currently authorized under Public Law 874, 81st Congress, and any other Congressional enactment.

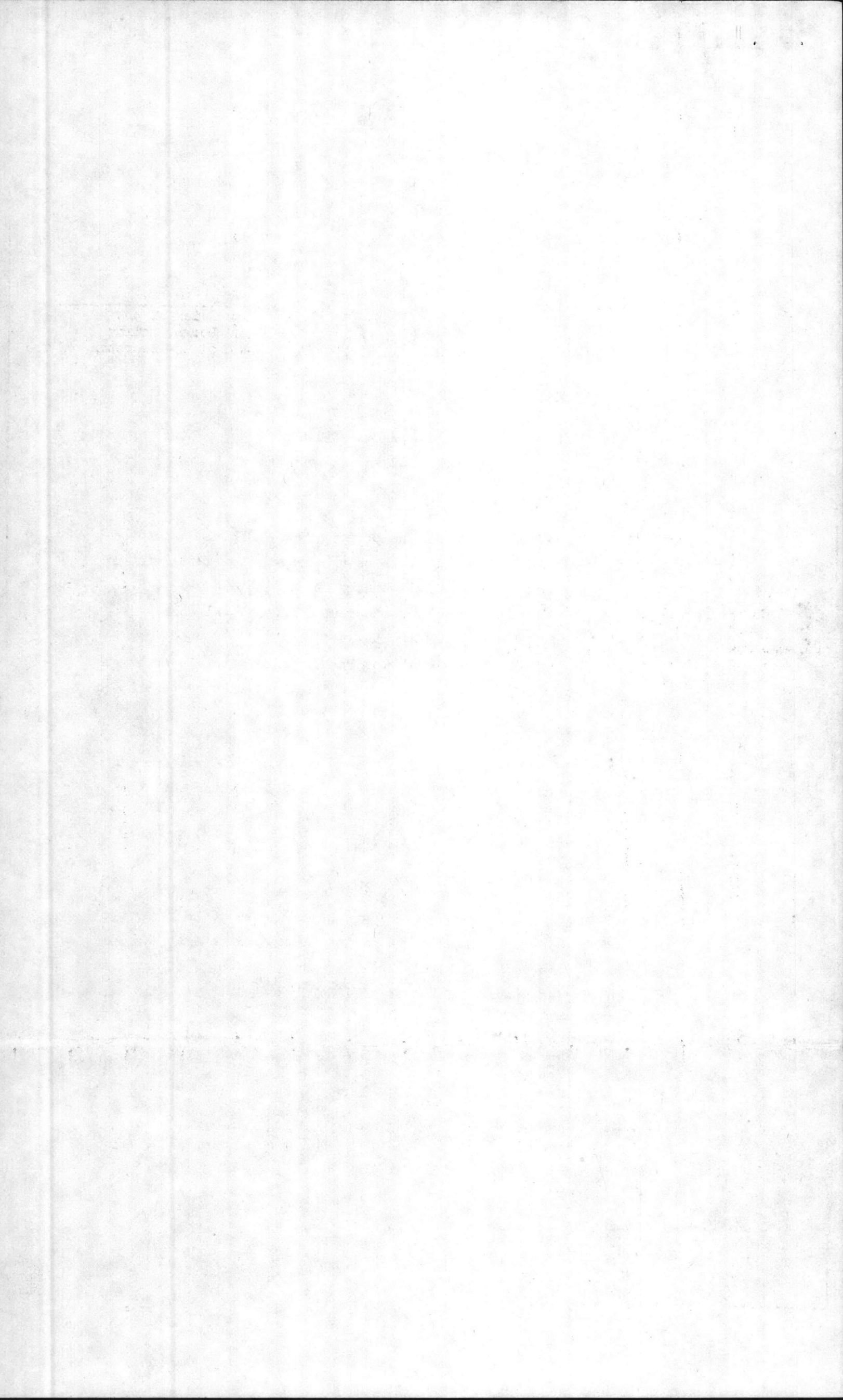
8. PERMITTEE may terminate his obligations under this permit on reasonable notice to the PERMITTOR in the event of either of the following contingencies:

- a. PERMITTEE deems the property and FACILITIES occupied under this permit to be unnecessary to fulfillment of his statutory obligations under Public Law 874, 81st Congress, or any subsequent Congressional enactment;
- b. Statutory authority of PERMITTEE to maintain or operate the FACILITIES occupied under the permit is terminated or expires.

9. PERMITTEE and/or his duly authorized agent operating the schools shall exercise such jurisdiction and control over the FACILITIES herein as he shall deem necessary for the education of children in attendance at the schools.

10. Activities authorized hereunder shall be subject to such rules and regulations relative to ingress and egress, CAMP security, and the like, as may be prescribed by the Commanding General, Marine Corps Base, Camp LeJeune, North Carolina, who is hereby designated as the Local Representative of the PERMITTOR for such matters, said rules and regulations to be consistent with the intended use of the FACILITIES BY THE PERMITTEE for educational purposes.

COPY



THE DEPARTMENT OF THE NAVY has caused this permit to be executed on this 24th day of January, 1954.

THE DEPARTMENT OF THE NAVY

/s/ Jack E. Cochrane

By direction of the Chief of the Bureau of Yards and Docks, acting under the direction of the Secretary of the Navy

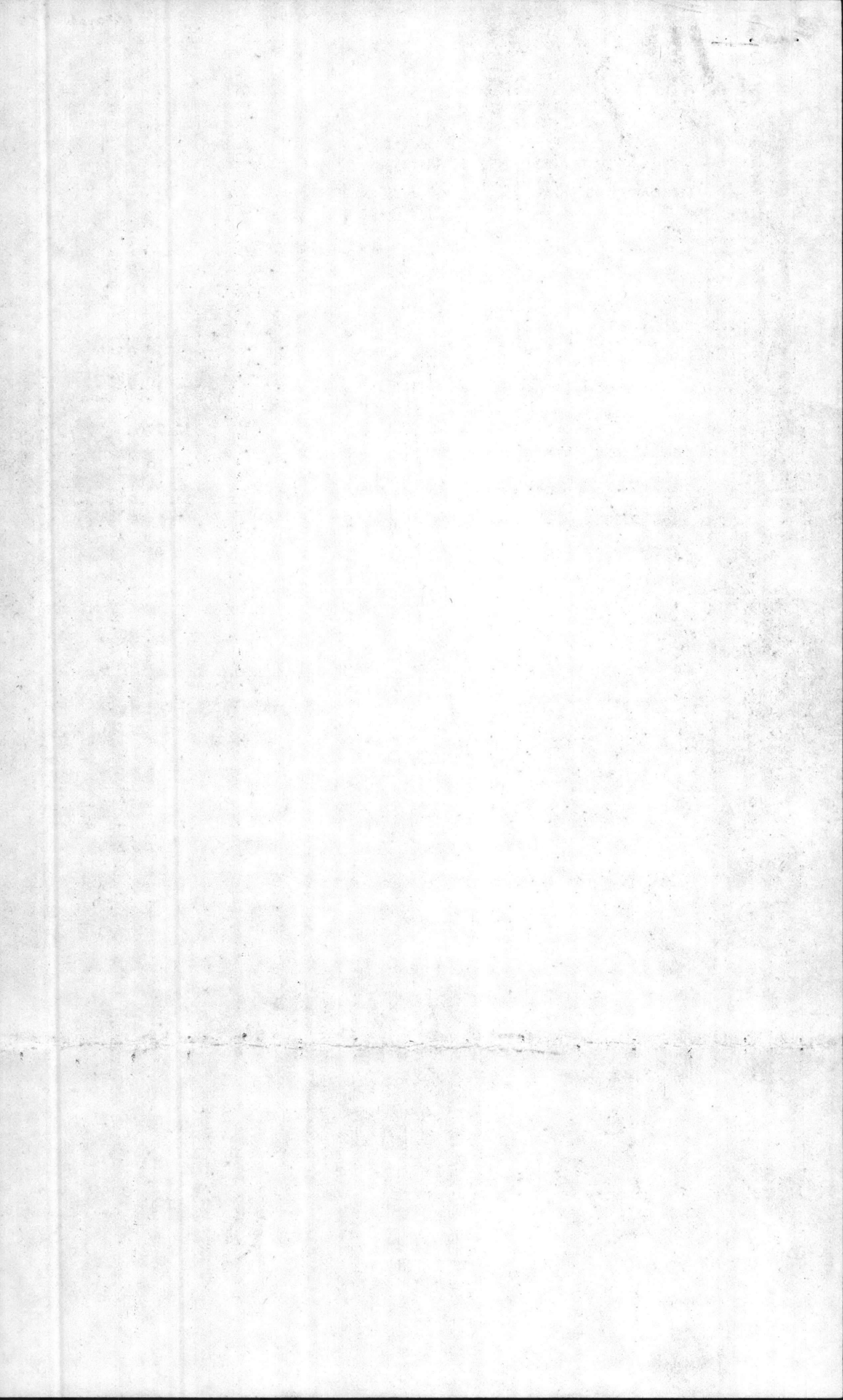
THE TERMS AND CONDITIONS of this permit are acceptable to the COMMISSIONER OF EDUCATION, DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE.

DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE
UNITED STATES COMMISSIONER OF EDUCATION

Date:

/s/ Rall I. Grigsby
Director School Assistance
in Federally Affected Areas

COPY



March 1958

AMENDMENT NO. 1

to

REVOCABLE PERMIT NOy(R)-48135

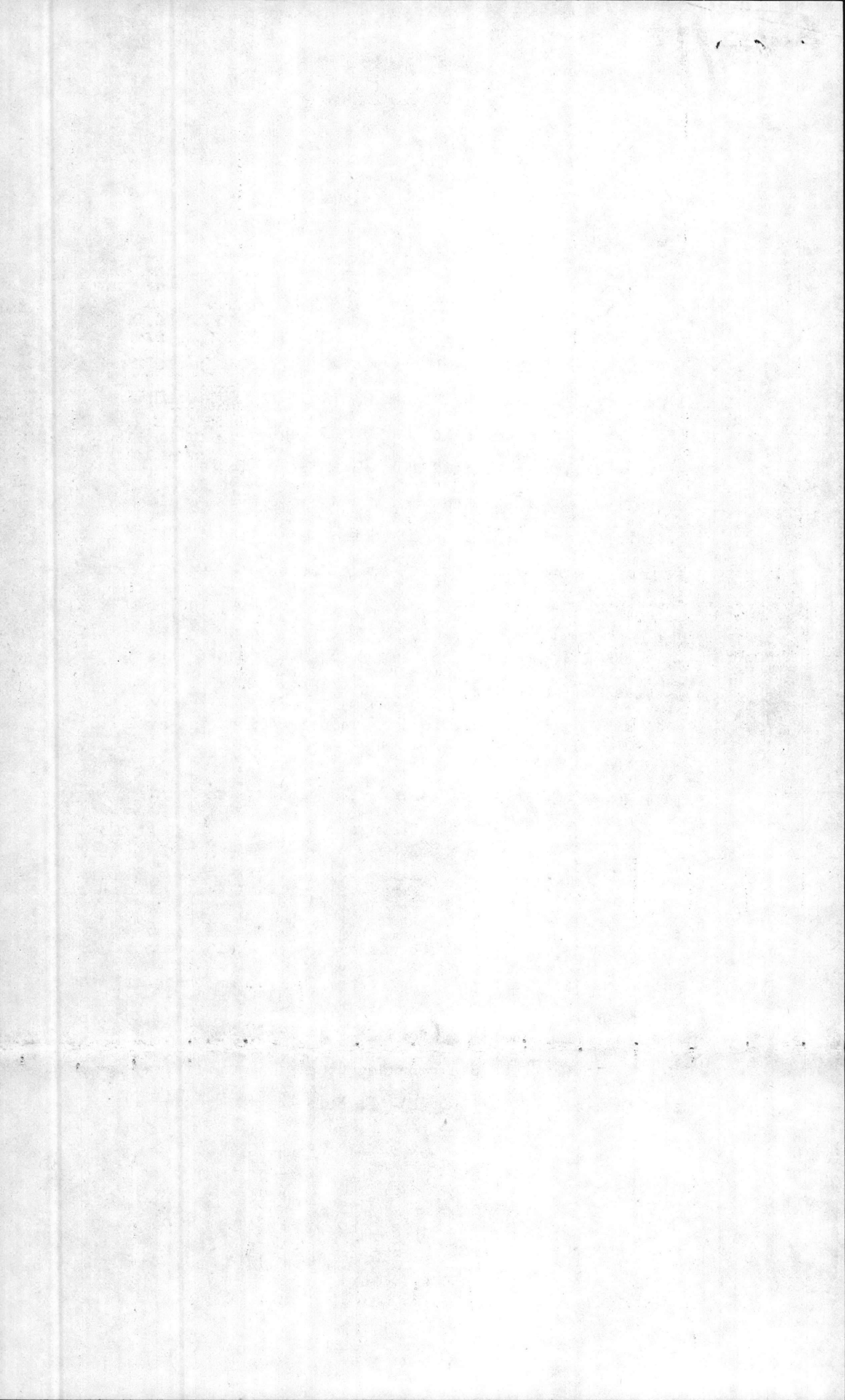
WHEREAS, by Revocable Permit NOy(R)-48135, effective as of 1 January 1954, the DEPARTMENT OF THE NAVY, hereinafter called the PERMITTOR, granted to the COMMISSIONER OF EDUCATION, DEPARTMENT OF HEALTH, EDUCATION AND WELFARE, hereinafter called the PERMITTEE, permission to occupy and use certain designated land, buildings and improvements, hereinafter called the "Facilities", forming a part of the U. S. Marine Corps Base, Camp LeJeune, North Carolina, hereinafter called the "Camp"; and

WHEREAS, such permission, which was granted pursuant to Section 204 of Public Law 815, 81st Congress, and Public Law 674, 81st Congress, provided for construction of school buildings and appurtenances, and for maintenance and operation of such buildings and appurtenances, together with maintenance and operation of the school buildings and appurtenances previously constructed, and forming part of the Facilities made available for the public education of children residing at the Camp; and

WHEREAS, the PERMITTEE has requested a site permit for additional school facilities at the Camp to meet normal growth of the Camp;

NOW, THEREFORE, in consideration of the premises, the aforesaid Revocable Permit NOy(R)-48135 is hereby amended as follows:

DUPLICATE ORIGINAL



1. The description of the land therein covering Tracts 1 and 2 shall also embrace Tract No. 3, described as follows:

Tract 3

FROM A BRAD MARKER in the intersection of Stone and Bevin Streets, said marker being geographically located by N. C. State grid co-ordinates; N 346,015.75 E 2,492,225.72. Proceed with the center line of Stone Street N 56 44 00 E, 54.82 feet to a point, thence S 33 16 00 E, 75.0 feet to the point of beginning. Thence N 56 44 00 E, parallel to Stone Street, 478.28 feet to a point, said point being the beginning of a curve having a radius 4610.56 feet, thence with said curve 650.90 feet to a point. Thence S 36 56 50 E, 806.0 feet to a point. Thence S 56 44 00 W, 1130.0 feet to a point. Thence N 36 56 50 W, paralleling Bevin Street, 50 feet from center line, 760.0 feet to the point of beginning.

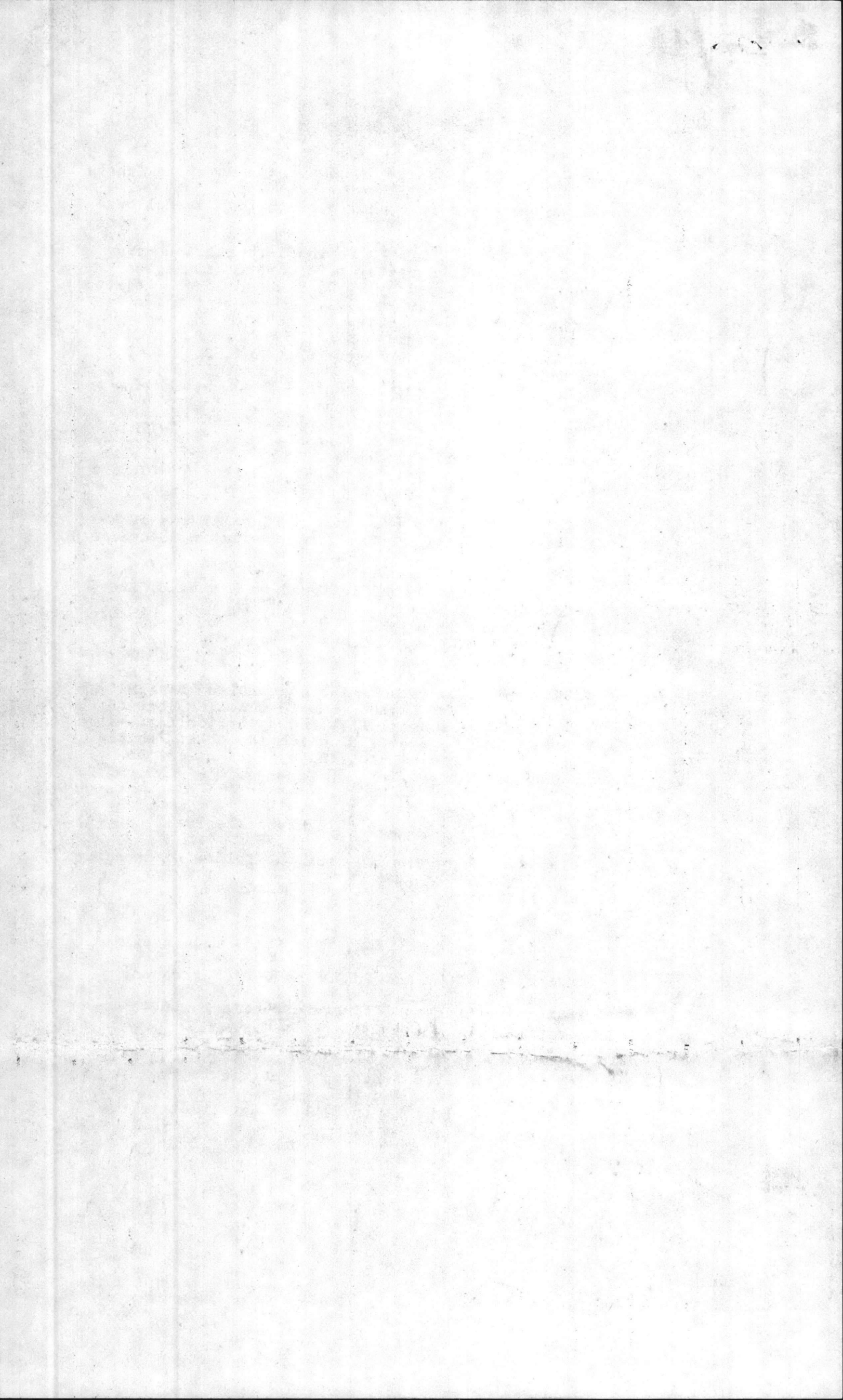
Excepting and reserving a right of way of 15 feet each side of center line of existing overhead power line.

All grid bearings referred to are N. C. State grid bearings.

CONTAINING 20.00 acres of land, more or less, as more completely delineated on Y&D Drawing No. 765257 dated 10 October 1957, entitled "MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA, Expansion of Camp Schools, Plat & Description Bevin-Stone Street School", a copy of which is marked Exhibit "C" and attached hereto, and by this reference made a part hereof.

2. Paragraph No. 3 of the said Revocable Permit NOy(R)-48135 is deleted, and in lieu thereof the following paragraph No. 3 is substituted:

"3. The PERMITTOR, from funds made available by the COMMISSIONER OF EDUCATION pursuant to Section 6 of the aforesaid Public Law 874, 81st Congress, as amended, shall pay all charges for utilities and services furnished to the Facilities. Payment shall be made direct to the



producing or supplying company, or to the PERMITTOR, for the utilities and services which are produced or supplied by each respectively."

3. Paragraph No. 11 is hereby added to Revocable Permit NOy(R)-48135, as follows:

"11. That the operation of school facilities which may be located on the property described herein, shall be conducted without segregation on the basis of race or color."

This Amendment No. 1 shall be effective as of the 1st day of March, 1958.

Except as specifically provided for herein, all the terms and provisions of Revocable Permit NOy(R)-48135 shall remain in full force and effect.

The DEPARTMENT OF THE NAVY has caused this Amendment No. 1 to Revocable Permit NOy(R)-48135 to be executed on this 26th day of February, 1958.

DEPARTMENT OF THE NAVY

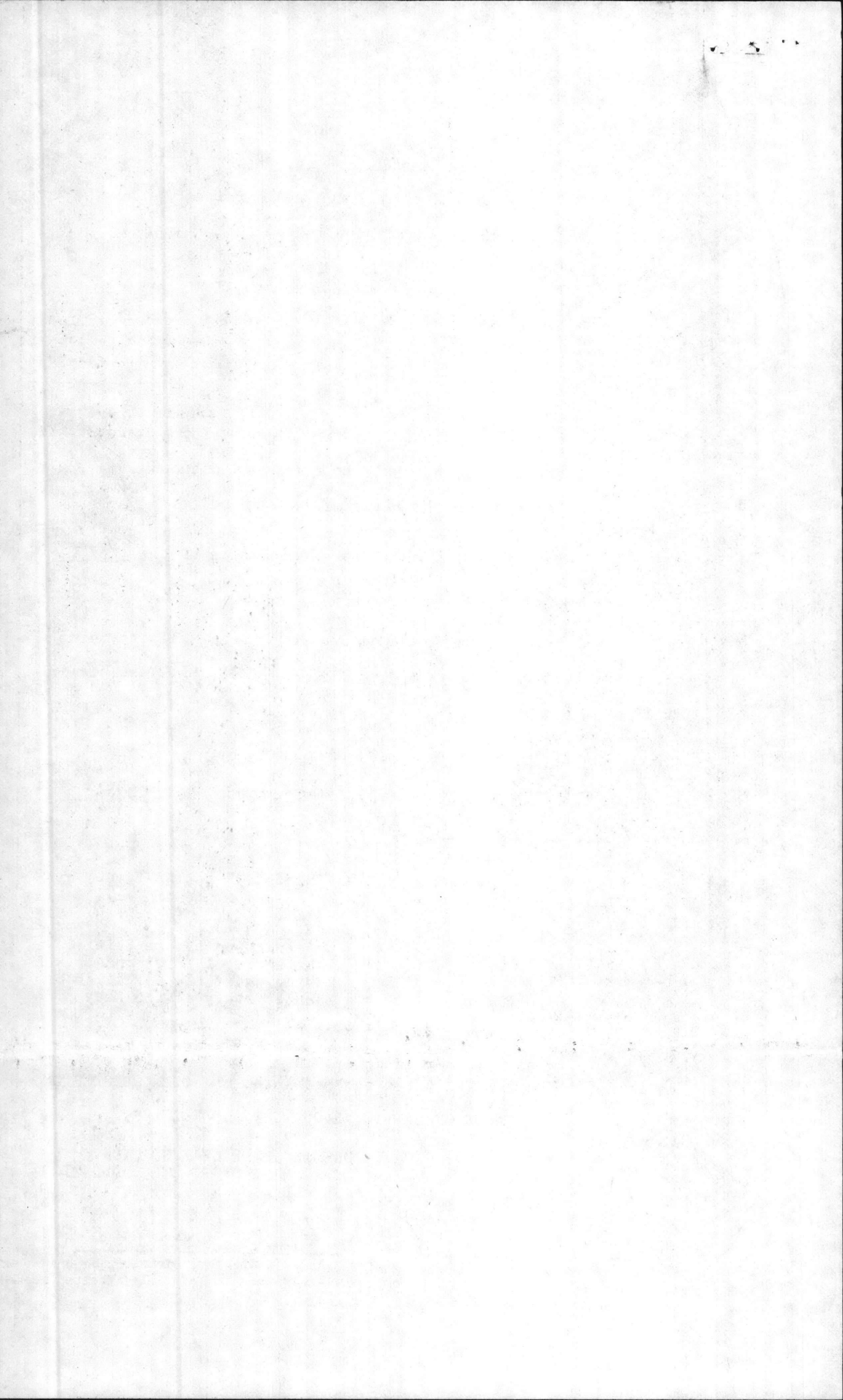
By M. E. Sculan
By direction of the Chief of the Bureau of Yards and Docks, acting under the direction of the Secretary of the Navy

The terms and conditions of this Amendment No. 1 to Revocable Permit NOy(R)-48135 are acceptable to the COMMISSIONER OF EDUCATION, DEPARTMENT OF HEALTH, EDUCATION AND WELFARE.

COMMISSIONER OF EDUCATION
DEPARTMENT OF HEALTH, EDUCATION
AND WELFARE

Date Feb 26 1958

By Rall I. Grigsby
Rall I. Grigsby, Director, School Assistance in Federally Affected Areas



DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE

Section 10,
P.L. 815

Office of Education
Washington 25, D. C.

Project No. N.C.-58-C-
FED-2A8

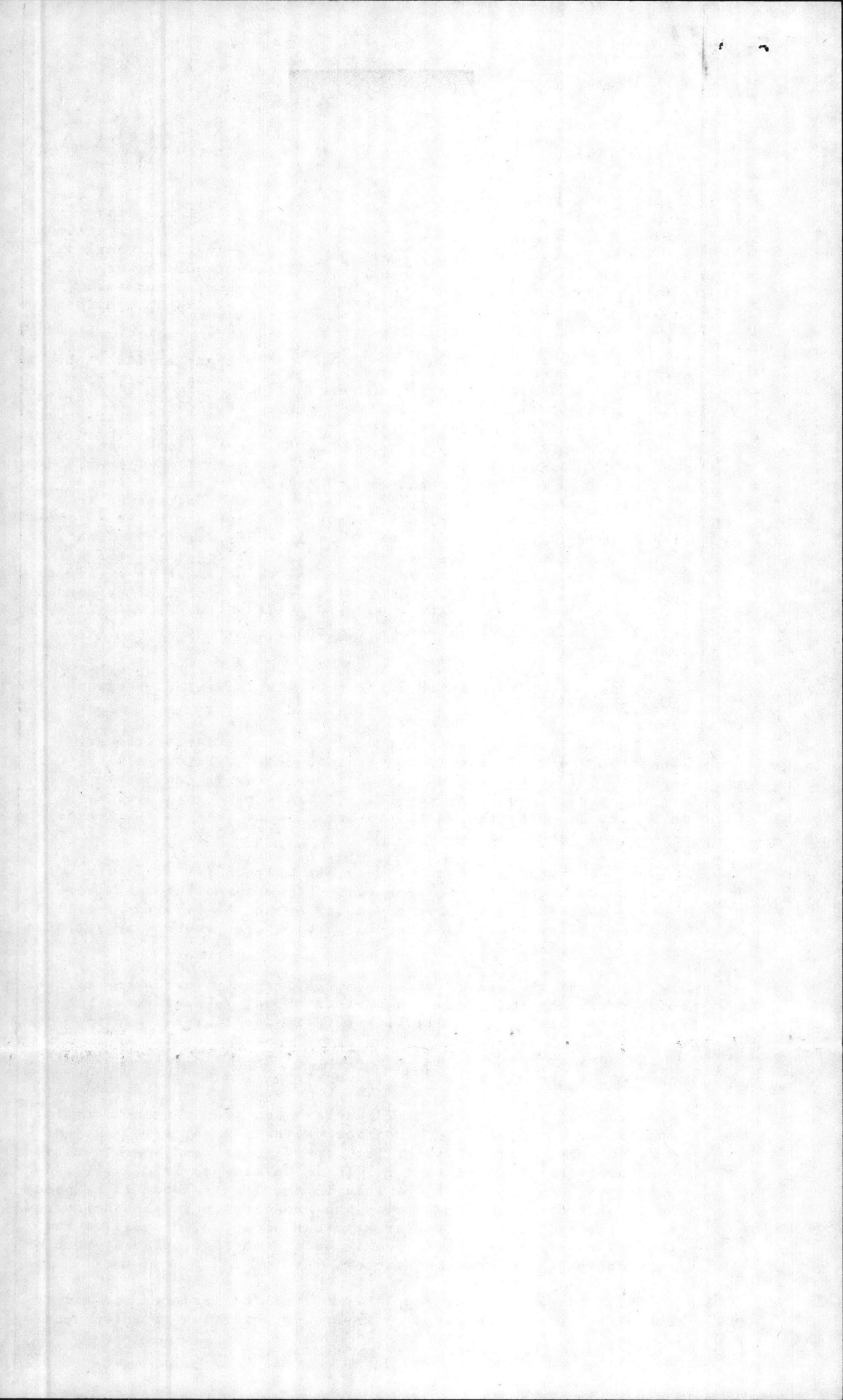
Operated under
Section 6, p.L. 874

PERMIT FOR SCHOOL PURPOSES
ON
MARINE CORPS BASE
CAMP LEJEUNE, N. C.

The Secretary of the Navy, the officer (hereinafter called the Agency), in charge of elementary and secondary school education at Marine Corps Base, Camp LeJeune, North Carolina, is hereby granted a permit beginning on the 2nd day of March 1961, by the Commissioner of Education, Department of Health, Education, and Welfare (hereinafter called the Commissioner), to use and occupy for school purposes, pursuant to the arrangement under Section 6 of Public Law 874, 81st Congress, as amended, between the Commissioner and the Agency for each fiscal year, and Amendment No. 1 (dated February 26, 1958) to Revocable Permit NOy (R) 48135 (dated January 24, 1954) to the Commissioner from the Secretary of the Navy, all school buildings and other facilities located on the land in the State of North Carolina, County of Onslow, which is described at the end hereof, together with all equipment, furnishings and appurtenances (a detailed inventory of which is attached hereto) installed therein or located thereon on the date of this permit or thereafter provided by the Commissioner, all of which are hereinafter collectively referred to as the Property.

This permit is granted subject to the following provisions and conditions:

1. That the Agency shall conduct in such facilities an education program for children residing on Marine Corps Base, Camp LeJeune, comparable to that afforded children in comparable local school systems under the laws of the State of North Carolina and in accordance with the Section 6 arrangement between the Commissioner and the Agency.
2. That the Agency shall pay all charges for utilities and services furnished to the Property. Payment shall be made direct to the producing or supplying company or to the Department of the Navy for the utilities and services which are produced or supplied by each, respectively.
3. That the Agency shall use the Property during the term of this permit for the purpose described above, subject to such reasonable rules and regulations relative to ingress, egress, security and nonschool use as may be prescribed by the Secretary of the Navy or the Officer in charge of the installation with the approval of the Commissioner of Education.
4. That the Agency shall maintain and keep the Property in good repair and operating condition on the present site, subject to reasonable instructions of the Commissioner, and, immediately upon the termination of this permit as herein provided, will deliver the possession of the same to the Commissioner in as good condition and state of repair as the Property is in when delivered to the Agency, reasonable wear and tear excepted. Repair to the Property requiring expenditures in excess of \$500.00 shall be upon plans approved by the Commissioner.
5. That the Agency shall permit the Commissioner, or his authorized representatives, at any reasonable time to enter upon



and inspect the Property, and shall submit current Inventories at the Commissioner's request of the equipment, furnishings and appurtenances located in the facilities or on the site.

6. That the Agency shall make such investigations and reports as the Commissioner may require, relating to incidents occurring on or connected with said Property or arising from the functions hereunder, which may give rise to a cause of action by or against the United States Government; and that the Agency shall save the United States Government and the Commissioner harmless from the Agency's gross negligence in its possession, use, maintenance, and operation of the Property or the fulfillment of its obligations hereunder.

7. That the Agency shall not assign or transfer its rights or interest under this permit, or transfer possession of, or remove, or dispose of the Property or any part thereof, or create or permit a lien or charge upon or claim against the Property or any part thereof, without the consent of the Commissioner evidenced in writing.

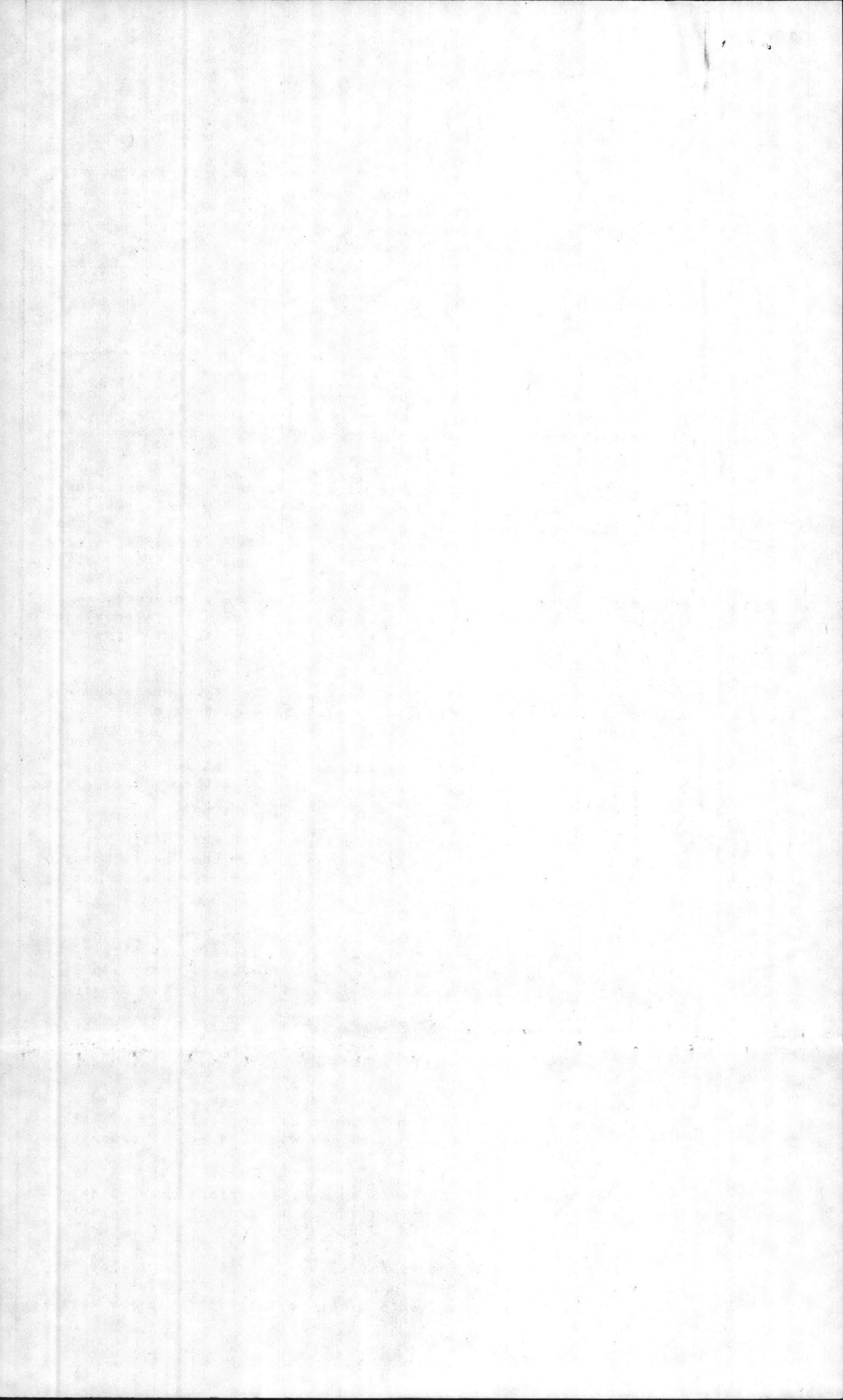
8. That the United States Government and the Commissioner make no representations not herein contained concerning the Property; nor directly assume any liability for any part of the cost of operating said Property and conducting an education program thereon, and indirectly only to the extent to which the Commissioner is authorized to furnish free public education on the Property under Section 6 of Public Law 874, 81st Congress, as amended, as set forth in the arrangement between the Agency and the Commissioner or any subsequent legislation in extension thereof or in substitution therefor.

9. That this permit is subject to Acts of Congress and any applicable Rules and Regulations which have been or may be promulgated by the Commissioner.

10. That the operation of school facilities located on the Property described herein shall be conducted without segregation on the basis of race or color.

This Permit shall remain in effect until terminated by mutual agreement of the parties or revoked by the Commissioner. Any of the following reasons shall be a ground for revocation by the Commissioner.

- (a) Failure of the Agency to operate the Property in accordance with the terms and conditions of this permit and the arrangements between the Commissioner and the Agency under Section 6 of Public Law 874;
- (b) Determination by the Commissioner that other arrangements will better serve the interests of the United States or the children involved;
- (c) Termination of the permit for the use of the land granted to the Commissioner by the Secretary of the Navy under dates of January 24, 1954, and February 26, 1958;
- (d) Termination of the facts and conditions upon which the Commissioner's authority to provide the Property is based; or
- (e) Termination of the authority and responsibility of the Commissioner to provide school facilities and make arrangements for free public education for children who



reside on Federal establishments under Public Laws 815 and 874, 81st Congress, or subsequent laws of the United States.

IN WITNESS WHEREOF, AND BY THE DIRECTION OF THE COMMISSIONER, I have hereunto set my hand and caused the seal of the Office of Education to be affixed, this 20th day of November 1959.

FOR THE COMMISSIONER OF EDUCATION

(Sgd) Rall I. Grigsby

Rall I. Grigsby
Director, School Assistance in
Federally Affected Areas

(Seal)

The Agency hereby consents and agrees to the above provisions and conditions.

(Sgd) R. B. Luckey
R. B. Luckey
For the

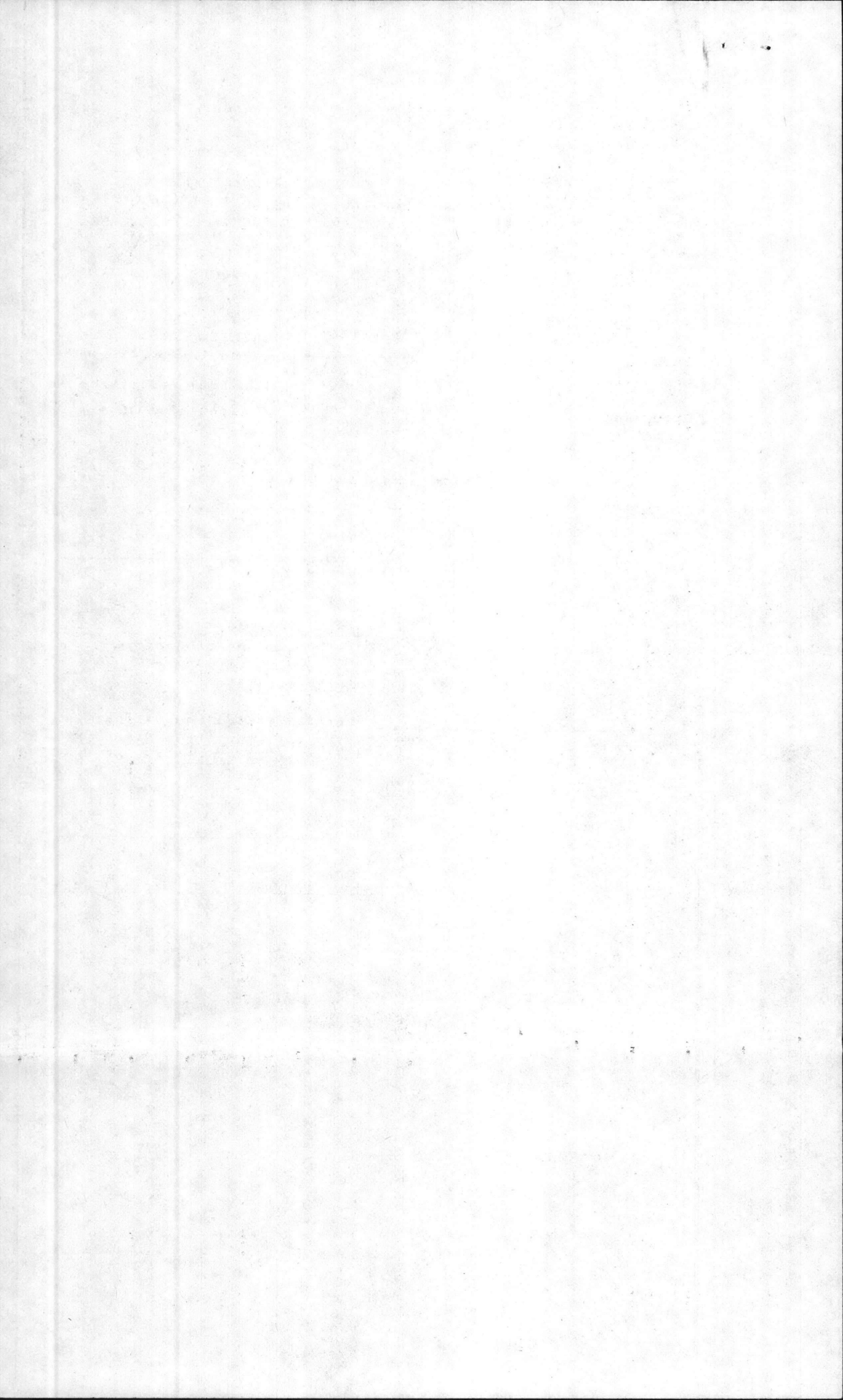
Department of the Navy
Full Legal Name of Agency

Certificate of Authentication

I, R. B. Luckey, certify that I, as officer in command of Marine Corps Base, Camp Lejeune, North Carolina, have authority to accept this permit on behalf of Secretary of the Navy, and undertake the obligations hereunder. Head of Department

(Sgd) R. B. Luckey

Major General, U. S. Marine Corps
(Title)



Description of Land:

FROM A BRAD MARKER in the intersection of Stone and Bevin Streets, said marker being geographically located by N. C. State grid co-ordinates; N 346,015.75 E 2,492,225.72. Proceed with the center line of Stone Street N 56 44 00 E, 54.82 feet to a point, thence S 33 16 00 E, 75.0 feet to the point of beginning. Thence N 56 44 00 E, parallel to Stone Street, 478.28 feet to a point, said point being the beginning of a curve having a radius 4610.56 feet, thence with said curve 650.90 feet to a point. Thence S 36 56 50 E, 806.0 feet to a point. Thence S 56 44 00 W, 1130.0 feet to a point. Thence N 36 56 50 W, paralleling Bevin Street, 50 feet from center line, 760.0 feet to the point of beginning.

Excepting and reserving a right of way of 15 feet each side of center line of existing overhead power line.

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