

43-200:MPH:dh
10 Jan 1972

From: Commanding General
To: Commander, Atlantic Division, Naval Facilities Engineering
Command, Norfolk, Virginia 23511

Subj: MCB Camp Lejeune Agreement NOy(R)-65040 covering installation
and maintenance of signal equipment at intersection of government
railroad and N. C. State Highway 24

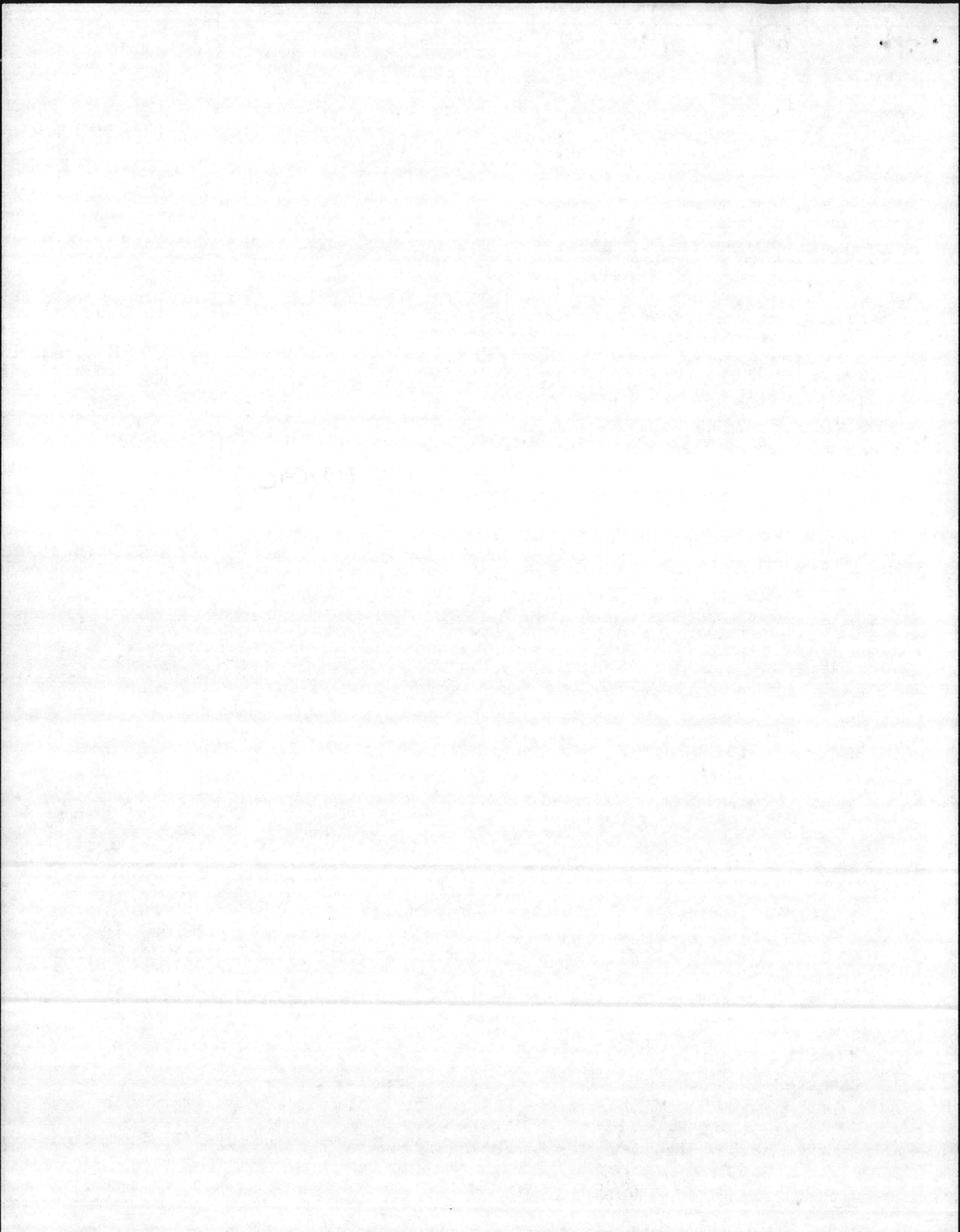
Ref: (a) Yr ltr 071:MED:pmc AI-29 of 29 Dec 1971

1. In accordance with reference (a), it has been determined that the
signal equipment at the intersection of the Camp Lejeune Railroad and
N. C. State Highway 24 is still necessary and no changes in terms of
provisions of subject instrument are recommended.

W. F. RUSSELL
By direction

Blind copy to:
AC/S, Fac
BMaintO

Design





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

TELEPHONE NO.
444-7411
AUTOVON 690-7411
IN REPLY REFER TO:
071:MED:pmc
AI-29

DEC

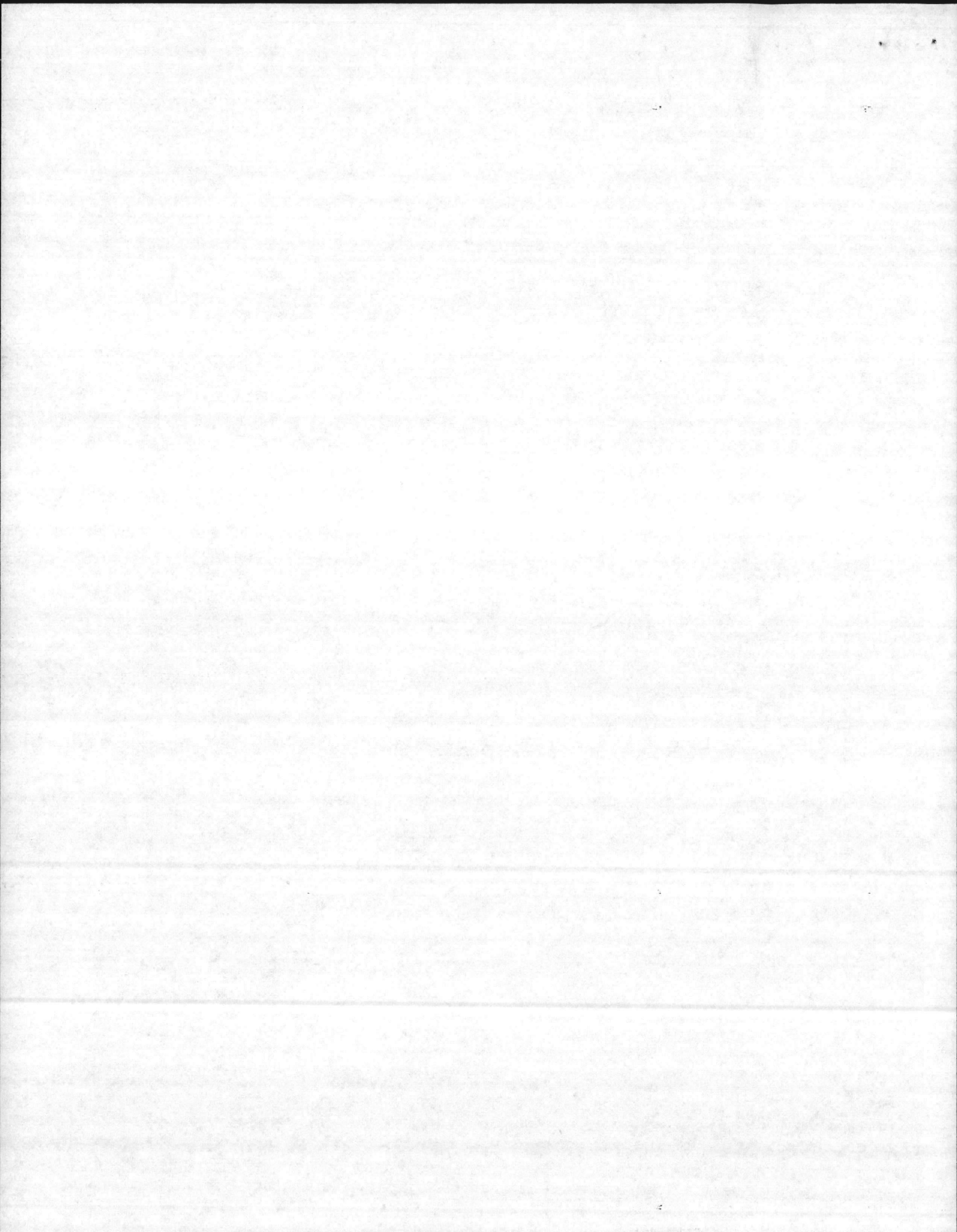
*should be
AC-29
For EN*

From: Commander, Atlantic Division, Naval Facilities Engineering Command
To: Commanding General, Marine Corps Base, Camp Lejeune, N. C.
Subj: MCB Camp Lejeune Agreement NOy(R)-65040 covering installation and maintenance of signal equipment at intersection of government railroad and N. C. State Highway 24

1. It is a policy of this command to review each real estate instrument of a long-term nature, at least every five years, to determine if the instrument is current and if any changes are required in important provisions such as reimbursement of costs, descriptions of property rights, etc.
2. We would appreciate local information as to whether subject instrument should continue in effect and, if so, whether there is any need for change in terms or provisions.
3. A copy of the agreement is enclosed for your ready reference.

A. R. Young

A. R. YOUNG
By direction



**THE FOLLOWING
DOCUMENT IMAGE(S)
WERE POOR QUALITY IN THE
ORIGINAL PAPER FORMAT**

**Confidential Records Management, Inc.
New Bern, NC
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9/08**

connection with contract
should include reference
to No. MOy(R) 6504

STATE OF NORTH CAROLINA

COUNTY OF OSLOW

THIS AGREEMENT, made this 18th day of Dec., 1956 between
UNITED STATES OF AMERICA, owner and operator of the Marine Bar-
acks Railroad of Camp Lejeune, represented by the Chief of the
Yards and Docks, acting under the direction of the Secre-
tary of the Navy, party of the first part, hereinafter called the
GOVERNMENT; the ATLANTIC COAST LEVEE RAILROAD COMPANY, a corporation of
the State of Virginia, party of the second part, hereinafter called the
COMPANY; and the NORTH CAROLINA STATE HIGHWAY AND PUBLIC WORKS COMMISSION
party of the third part, acting by and through its Chairman, hereinafter
called the COMMISSION:

W I T N E S S E T H

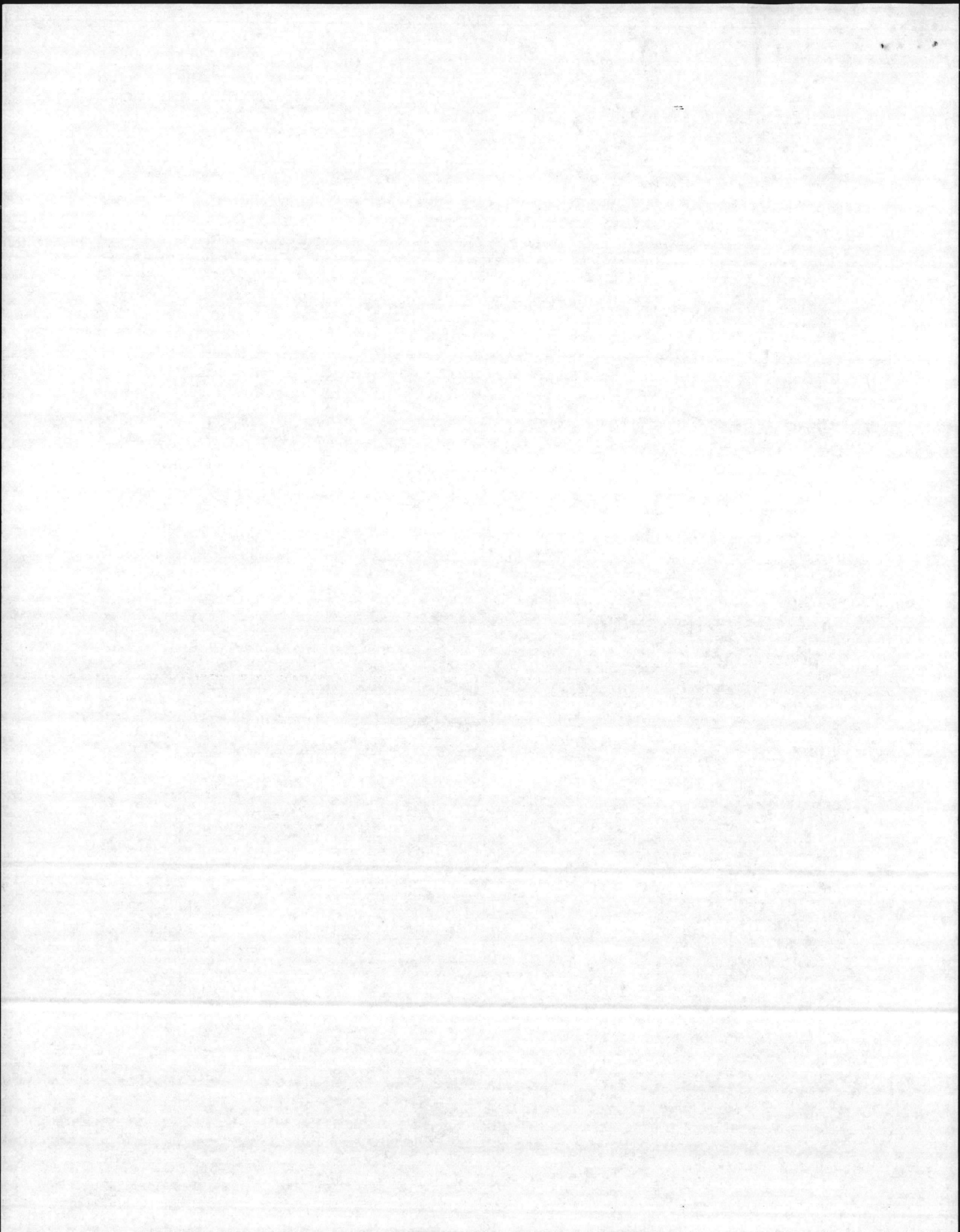
THAT WHEREAS, Commission authorized and is now improving a section
of Route No. 24 (Federal Aid Primary Road No. 113) located in
Oslow County, North Carolina, by building a dual lane for east bound
traffic on the south side of, parallel to, and separated from
existing pavement by a thirty (30) foot median strip to separate
and facilitate the movement of highway traffic, the proposed dual lane
hereinafter called the East-bound lane, and the existing pavement herein-
before called the West-bound lane, the aforesaid work being financed in
part with Defense Access funds, in part with Federal Aid Primary funds,
in part with State funds, and known and identified as State Project
Oslow County and Federal Aid Project D-AD-F-3(2); and

WHEREAS, the aforesaid road improvement crosses the track and
grade of the Marine Barracks Railroad of Camp Lejeune, owned and
operated by Government, near Project Survey Station 190+22, at which
crossing standard type automatic electrically controlled flashing
crossing signals were installed on the existing or West-bound
Government in May 1942 and has since been maintained and
operated by it; and

WHEREAS, it is the judgment of Government and Commission that as
a part of providing the aforesaid East-bound lane, will require that
the existing signal installation on West-bound lane be changed
to a one-way traffic protective facility, and an additional
crossing signal installation installed at crossing on the said
East-bound lane to reduce the accident probability to highway traffic
existing thereat when said East-bound lane is opened to highway
traffic, the work required in making the necessary changes and re-
pairs to the existing signal installation and installing an addi-
tional crossing signal installation at the crossing on the
East-bound lane, including all incidental work in connection
therewith, and furnishing all new materials required therefore, to be
known and identified as part of State Project 3697 Oslow County, and
Federal Aid Project D-AD-F-3(2).

UNPAID FILE

RETURN TO REAL ESTATE
FILES



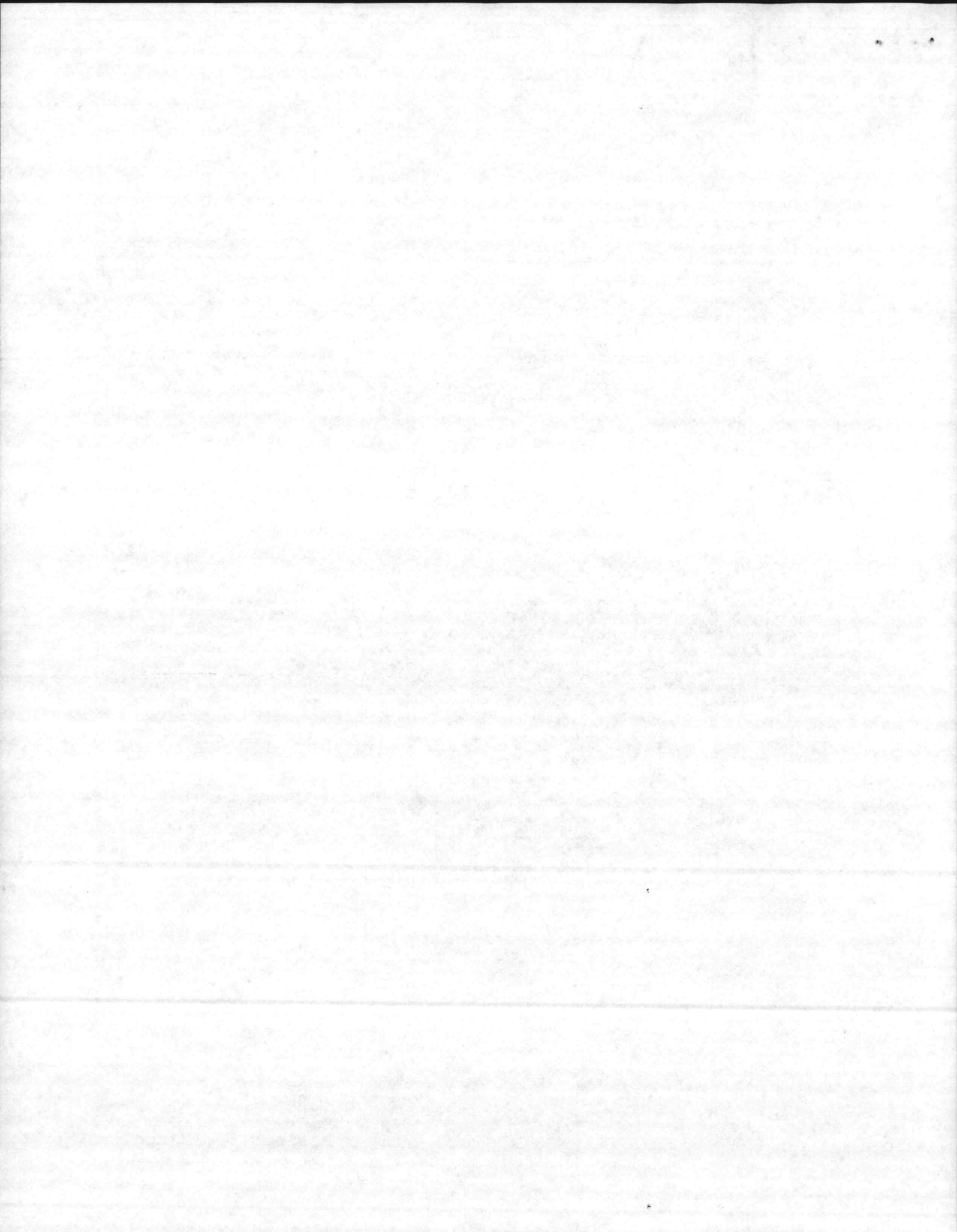
Government and Commission desire and request Company to furnish labor, materials and equipment for the work on a force account basis, which Company is willing to do upon terms and conditions hereinafter expressed.

NOW, THEREFORE the PARTIES hereto, in consideration of the premises and the covenants of the covenants hereinafter contained, hereby agree:

1. That in the judgment of the parties hereto, the classification of the project comes under Group 7, Page 3 of the Bureau of Public Roads' "General Administrative Memorandum No. 34" dated August 6, 1948, governing classification of highway-railway crossing projects for determination of railway benefit and liability; in that, the changes and additions required do not effect a modernization or an improvement in the existing installation of crossing signals on the east-bound lane, nor does the additional installation of one-way crossing signals at proposed crossing of the East-bound lane protect or eliminate an existing unprotected grade crossing; and in accordance with provisions contained therein, no net benefit will accrue to Government as a result of either the changes or additions as proposed hereunder and no contribution to the cost of the project by Government will be required.

2. That Government hereby grants to Commission and Company the right of access to a sufficient area along, on and adjacent to the track of the Marine Barracks Railroad of Camp Lejeune for movement of their employees, materials, and work equipment, as may be necessary in performance of the work required to be done hereunder; it being understood that such movements of employees, materials and work equipment shall in no way unnecessarily delay or interfere with the operation of trains or other equipment of Government.

3. That Company will, at the cost and expense of Commission, perform with its own employees and work equipment the work of making the necessary changes and alterations in the existing signal installation at crossing on the west-bound lane to convert it from two-way to one-way traffic protective facility; relocate existing instrument case in center of median strip; install one-way crossing signal installation on an additional crossing at crossing of the east-bound lane and such other work as may be involved and required in connection therewith or incidental thereto; and will provide and furnish at the cost and expense of Commission all necessary materials, standard type signals and other equipment required for the protection of said grade crossing, in strict accord with the plans, specifications, and material list to be provided by the Company, and unless otherwise specified, the work to be performed from the stock of the Company, and the materials to be furnished in the same manner and under the same terms as the other purchases are made, all in accordance with the provisions of the Bureau of Public Roads Policy and Procedure Memorandum No. 10, dated



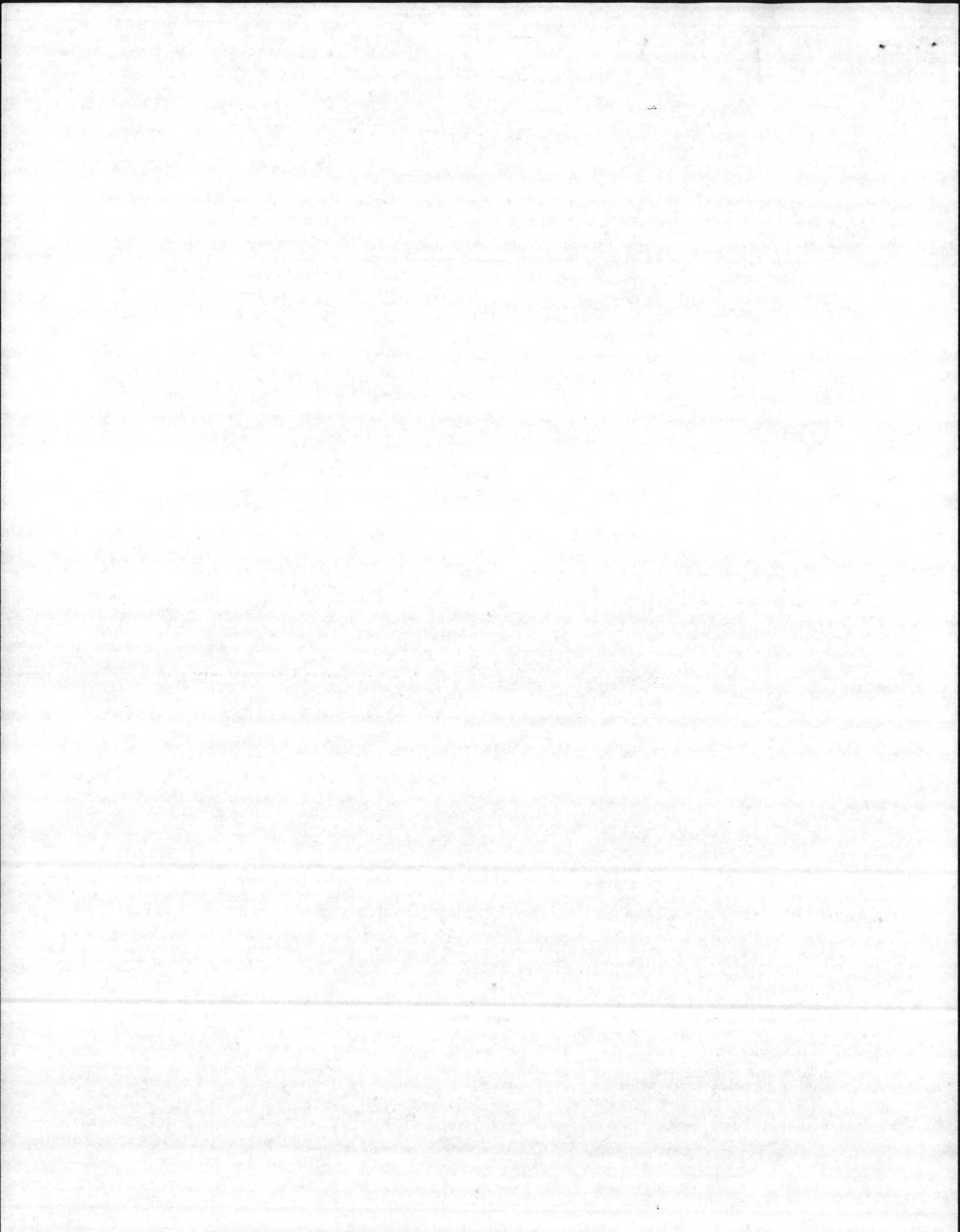
1955, 1953 and supplements thereto which have been issued by Bureau of Public Roads, and PROVIDED that the labor required for the prosecution of such work shall be performed by the employees of Company under and in accordance with the terms of any agreements between Company and the Company's employees; in the event that labor not covered by such agreement is involved, such labor will be governed by "Required Provisions for Federal Aid Contracts" as issued by the North Carolina State Highway Public Works Commission and dated January 1, 1955, as supplemented hereinafter.

That the work to be performed and materials to be furnished by the Company in connection with the changes and alterations in the existing signal installation and providing the additional new installations as outlined in Article 3 of this agreement, shall be as itemized and shown in detailed estimate attached hereto and by reference made a part of this agreement.

That the Commission agrees, subject to the provisions of Article 9 hereof, to reimburse the Company for the cost of all work performed and material furnished by it in connection with the changes and addition of said signals as hereinbefore described, said reimbursement to be made on a bill rendered by the Company to be in accordance with the U.S. Bureau of Public Roads "Policy and Procedure Memorandum 30-3" dated August 15, 1955, and supplements thereto which have been issued by the Bureau of Public Roads, and that the Company will include in its cost for which it is to be reimbursed another item of expense incurred by it for which, under said "Policy and Procedure Memorandum 30-3", it may claim reimbursement from the Commission.

That the intent of this agreement is that the Commission, subject to the provisions of Articles 1, 7, and 10 of this agreement, pay all costs for the work contemplated hereunder in accordance with the "Regulations for carrying into effect the provisions of the Federal Aid Highway Act of 1944, and the Federal Road Act of July 31, 1916, as amended and supplemented", issued by the Federal Works Administrator, April 21, 1945, and amendments thereto which have been issued by the Bureau of Public Roads, and in accordance with the Bureau of Public Roads "Policy and Procedure Memorandum 30-3" (and supplements thereto), and that the Commission shall reimburse the Company in accordance therewith for all cost incurred by it in connection with the work involved and proposed hereunder.

It is further understood and agreed by the parties hereto that all payments made to the Company by the Commission in connection with the performance of the work contemplated hereunder shall be limited to the amount of such cost estimate approved by the Bureau of Public Roads as a basis for participation in Federal Aid funds; such cost estimate to be the bill of the Company rendered as aforesaid covering the performance of said work, which meets the approval



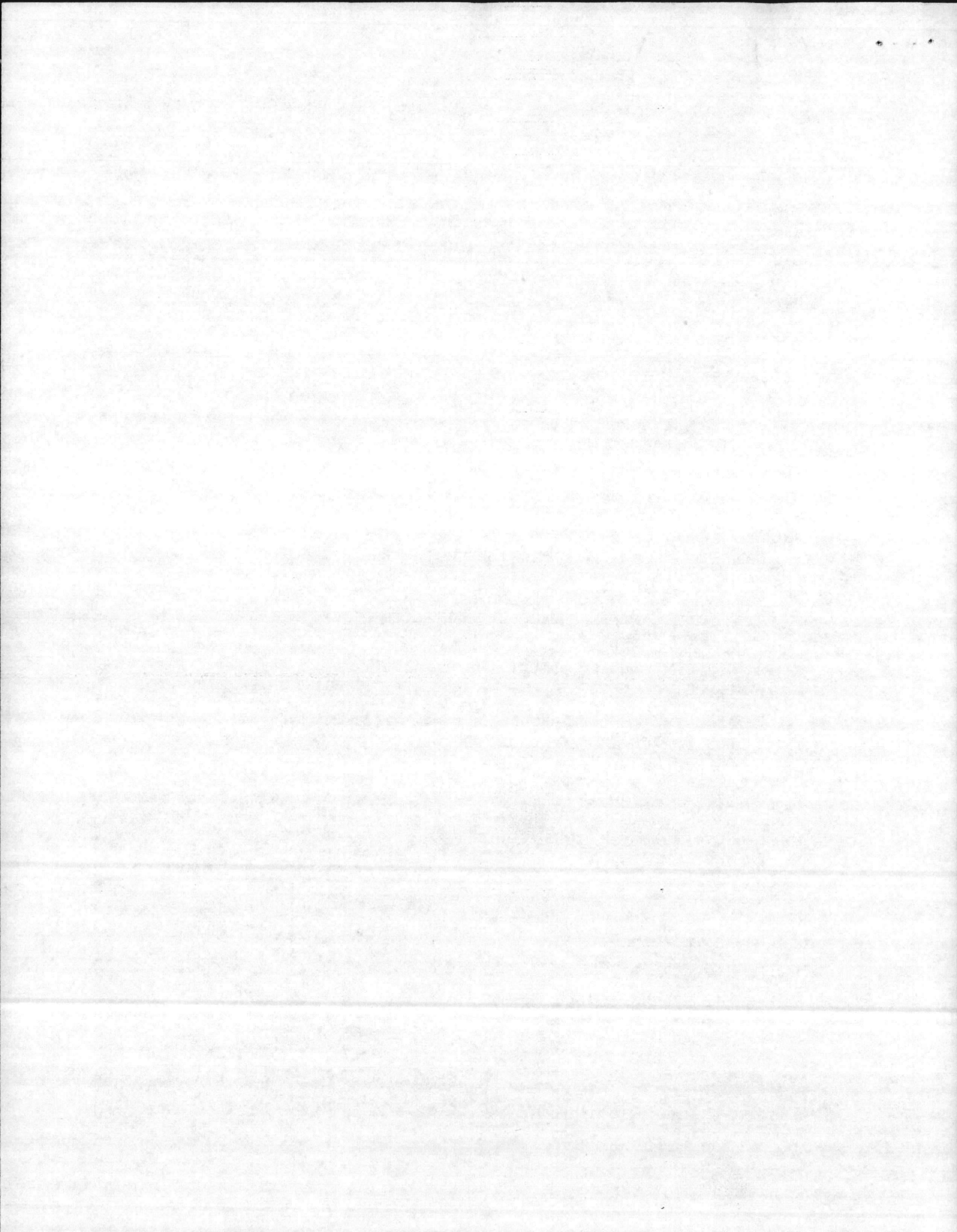
the Bureau of Public Roads, and the Commission shall have
claim whatsoever against the Commission for reimbursement
of the performance of any part of said work, the charges for
which the Bureau of Public Roads will not approve if any items
thereof have been paid inadvertently, or having been paid by
the Commission have been rejected by the Bureau of Public Roads,
the Company agrees to reimburse the Commission for all such items.

That after the required changes have been made in the
existing signal installation at crossing of West-bound lane and
the additional signals installed on the east-bound lane, they
shall be inspected and tested, and if found in acceptable and
satisfactory operating condition by the parties hereto, shall be
placed in service and operated from and after the date mutually
agreed upon by the Company and Commission, and shall be their
property and owned by the Government, and shall be their
expense and maintained by the Government so long as it may
operate its railroad, or until it is agreed between Government
and Commission that signals are no longer necessary, or until said
crossing may be abandoned or other legal requirements make it neces-
sary to cease operation and maintenance of signals thereat.

It is understood and agreed that the crossing signals to
be installed on the East-bound lane shall be of a type approved by
the United States Bureau of Public Roads, and shall be automatic and
self-living without attendants.

Settlement of the account between the Company and the
Commission growing out of said work shall be made in the following
manner, viz:

Within 60 days after the completion by the Company of the
work contemplated and specified under Article 3 hereof, the Company
will render a bill against the Commission covering the cost to the
Company of the work performed and materials furnished by it in
connection with the changes required in the existing signal installa-
tion on the West-bound lane, and the additional signal installation
to be installed on the East-bound lane, at the aforesaid locations,
and the Commission hereby agrees, subject to the provisions of
Article 7 of this agreement to pay to the Company the amount due
under such bill within 60 days from receipt of same by the
Commission.



IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be duly signed and sealed, the day and year first above written.

ATTEST: 15 Nov. 1956

UNITED STATES OF AMERICA

R. J. Shepard

[Signature]

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

ATTEST:

ATLANTIC COAST LINE RAILROAD COMPANY

[Signature]
Secretary of Company
T. MARABLE

C. M. DAVIS

C. MCD. DAVIS President

ATTEST:

NORTH CAROLINA STATE HIGHWAY AND PUBLIC WORKS COMMISSION

Elizabeth J. Hughes
Secretary of State Highway and Public Works Commission

[Signature]

Chairman

APPROVAL RECOMMENDED:

APPROVED AS TO FORM AND LEGALITY:

[Signature]

Bridge Engineer, State Highway and Public Works Commission

[Signature]

General Counsel, State Highway and Public Works Commission

U. S. BUREAU OF PUBLIC ROADS -

Examined as to provisions and participating items of cost

APPROVED:

[Signature]
For the District Engineer

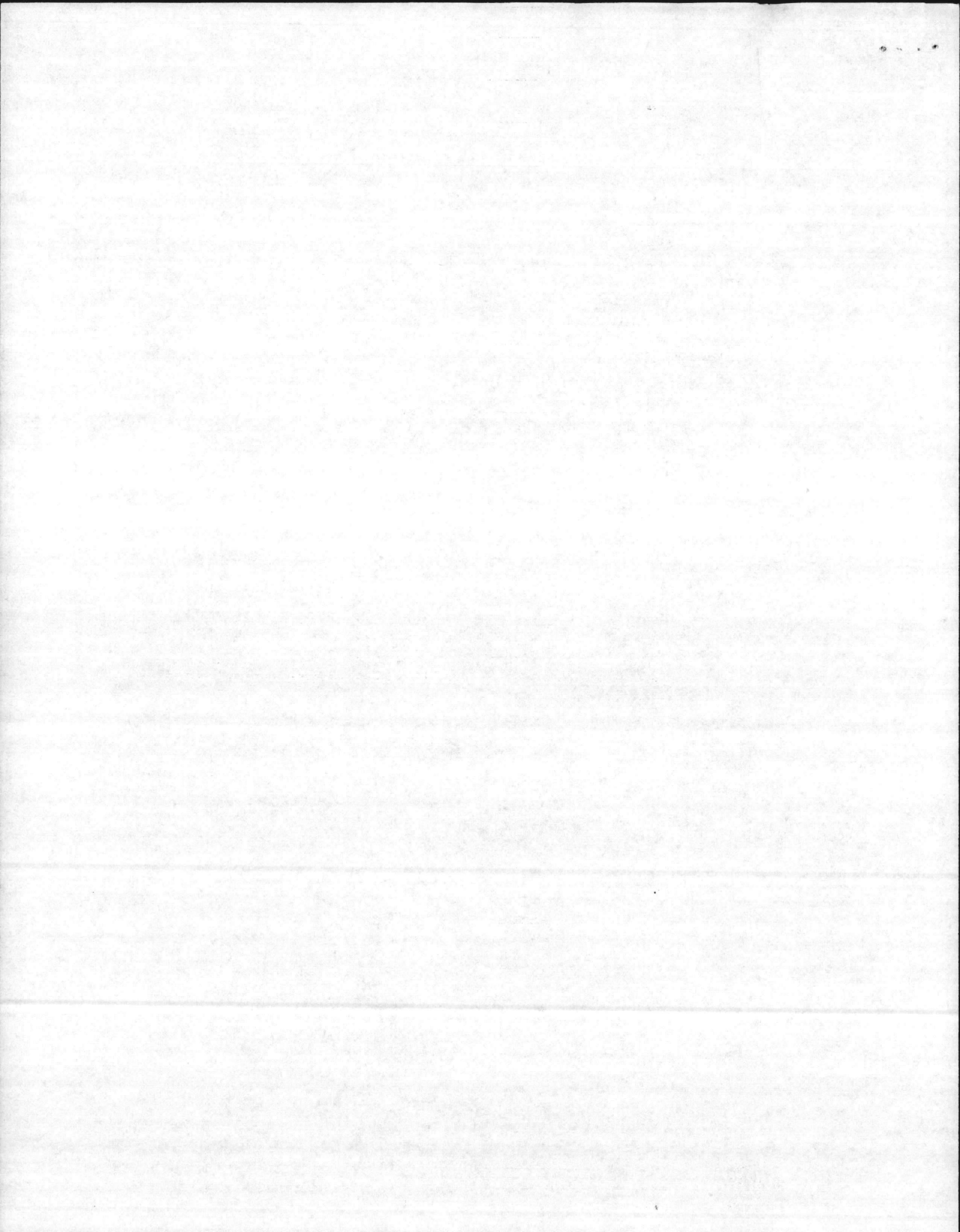
Jan 17 1957

REAL ESTATE FILES

Approved as to form & legality by *[Signature]*

APPROVED: *[Signature]*
CHIEF ENGINEER

Reviewed By *[Signature]*
Checked By



STATE HIGHWAY AND PUBLIC WORKS COMMISSION

COPY OF DEVELOPER ESTIMATE OF COST COVERING FORTY-FIVE HOURS TO BE PERFORMED BY THE WYOMING CONSTRUCTION COMPANY INCIDENT TO CHANGES IN EXISTING STONE INSTALLATION AND THE SWAPPING AN ADDITIONAL INSTALLATION OF INGRESSION OF NEW ROUTE 724 (FEDERAL AND PRIMARY ROAD NO. 116) NEAR THE MARINE ENTRANCE RAILROAD OF CAMP DETROIT, NEAR ROAD PROJECT SURVEY STATION 130+22 EAST OF JACKSONVILLE, ONSLOW COUNTY, NORTH CAROLINA.

STATE PROJECT 3697
ONSLOW COUNTY

E. R. PROJECT D-11-F-3(2)

Materials	\$2,045.00
Labor	2,150.00
Vacation Allowance	85.00
Paid Holiday Allowance	45.00
Insurance, Liability & Compensation	90.00
Taxes, R.R. Retirement & Social Security	160.00
Camp Cars, Repairs and Depreciation	115.00
Ton-mileage & Transportation Costs	125.00
Engineering, Accounting & Contingencies	<u>550.00</u>
Gross Estimated Cost	\$5,995.00
Less Estimated New Values of Released Materials	<u>5.00</u>
Net Estimated Cost	\$5,990.00

November 16, 1956

