



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

TELEPHONE NO.
444-7411

241 PHS
IN REPLY REFER TO:
AI-29

8 OCT 1979

Mr. E. Y. Stafford
Assistant Railway-Highway Grade Crossing
Signals Engineer
North Carolina Department of Transportation
Raleigh, North Carolina 27611

Re: State Project 8.7226003

Dear Mr. Stafford:

FAC ROUTING

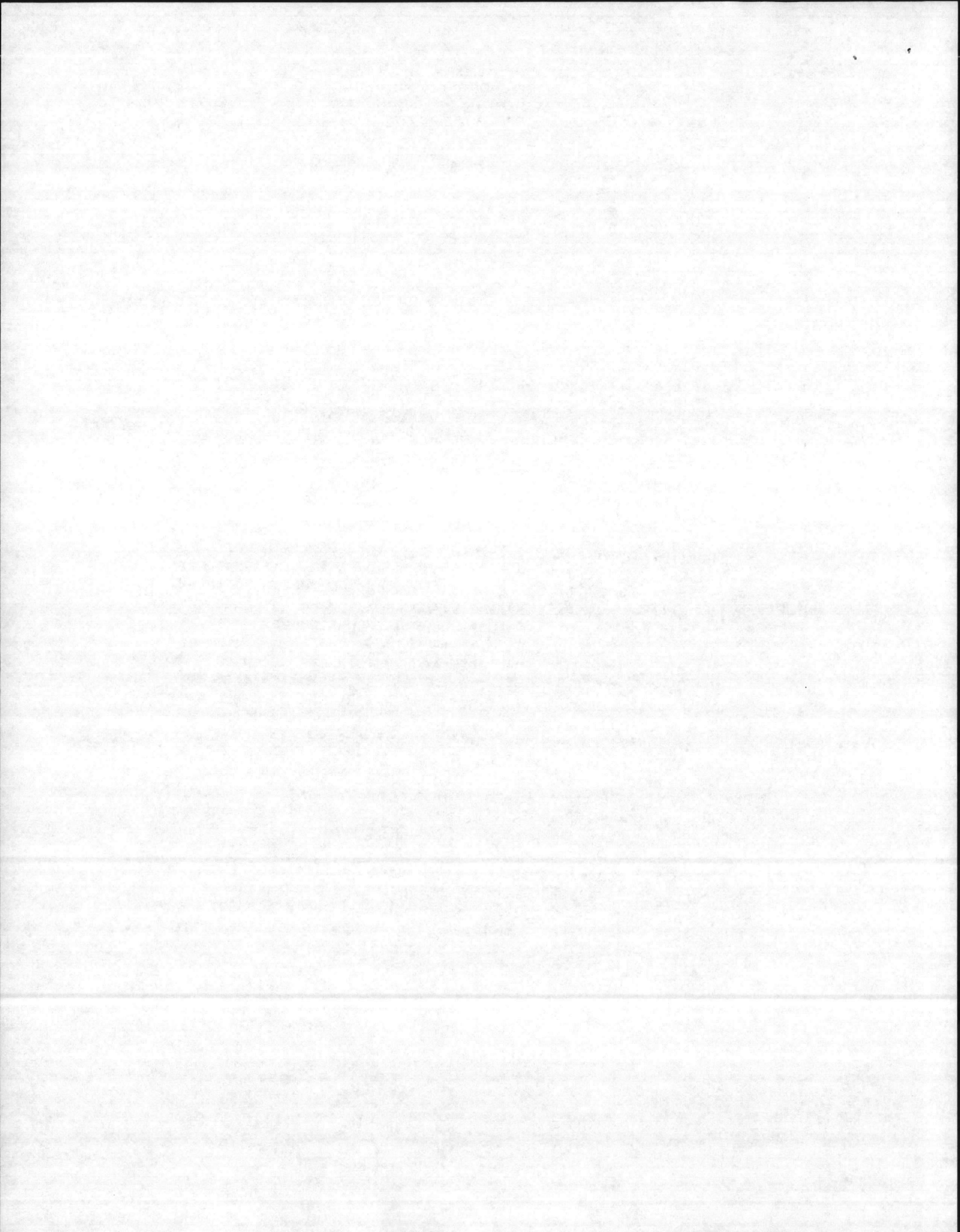
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Your letter of 30 July 1979 to the Marine Corps Base, Camp Lejeune, concerning modifications to certain traffic control devices located at the crossing of North Carolina Route 24 and the Government's Marine Barracks Railroad has been referred to this Command as a matter under its cognizance.

The signal modifications proposed therein are acceptable to the Government. In this regard, it is understood that the modification work will be accomplished by the Seaboard Coast Line Railroad Company at the expense of the Department. Accordingly, to provide for a clear understanding of the roles and responsibilities of our respective organizations in the project, we have taken the liberty of preparing and forwarding for review an appropriate tripartite Agreement. As you will note, the Agreement is similar to the sample instrument forwarded with your letter of 30 July 1979.

If satisfactory, it is requested that Article 9 of the Agreement be completed and that three copies of the instrument be executed on behalf of the Department and the Railroad and returned to this Command for similar action on behalf of the Government. Thereafter, fully executed copies will be provided for your respective records.





In accordance with Article 2 of the proposed Agreement it will also be necessary for plans and specifications for the modifications to be submitted to the Public Works Department of the Marine Corps Base, Camp Lejeune, for approval prior to the start of the work.

Should additional information or discussions be desired, please contact Mr. Robert Swiader on telephone 804-444-7411. Your cooperation in this matter is greatly appreciated.

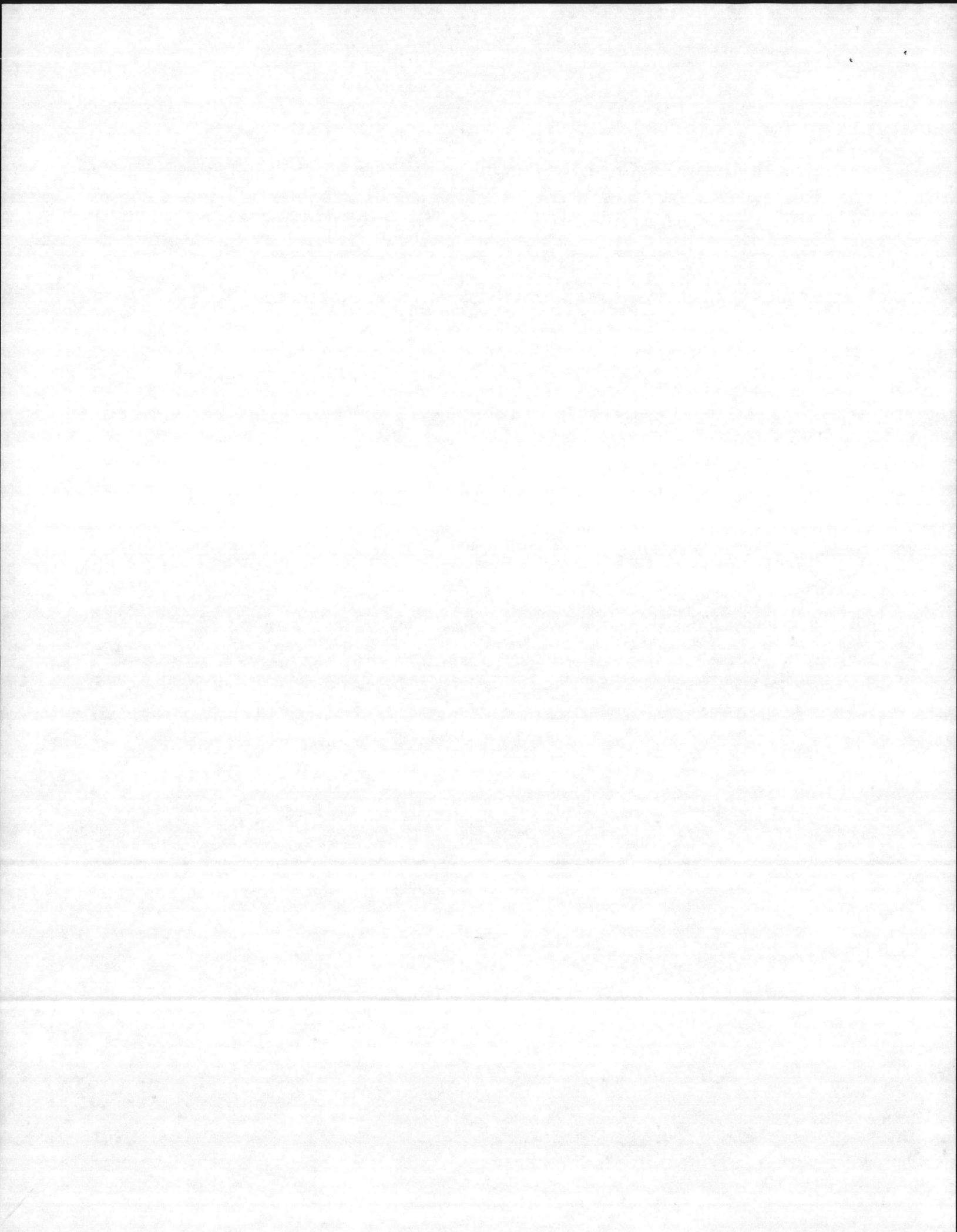
Sincerely yours,

ROBERT J. BOND
Acting Director, Real Estate Division
By direction of the Commander

Encl

Copy to:
Mr. H. N. Strange, Superintendent
Seaboard Coast Line Railroad Company
Rocky Mount, NC 27801

Blind copy to:
MARCORB CAMLEJ



THIS AGREEMENT, made and entered into this _____ day of _____, 1979, by and between the UNITED STATES OF AMERICA, acting by and through the Department of the Navy, hereinafter referred to as the GOVERNMENT; the SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation, hereinafter referred to as the COMPANY; and the DEPARTMENT OF TRANSPORTATION, an agency of the STATE OF NORTH CAROLINA, hereinafter referred to as the STATE.

W I T N E S S E T H

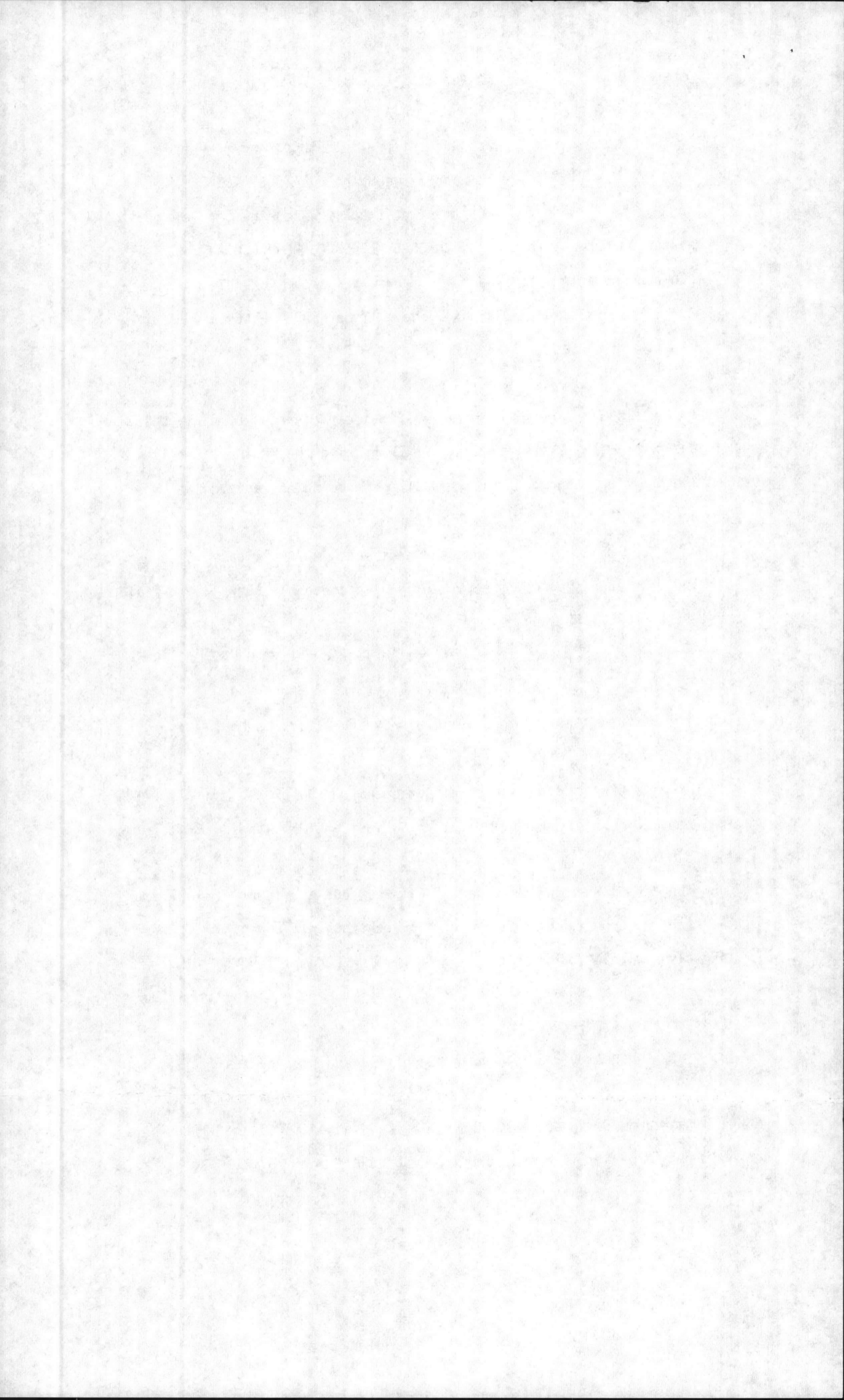
WHEREAS, the GOVERNMENT owns that certain real property situated in Onslow County, North Carolina, and comprising the Marine Barracks Railroad of Camp Lejeune, said real property being hereinafter referred to as the RAILROAD FACILITIES; and

WHEREAS, by Lease and Use Agreement NOm-71659, dated September 2, 1960, as supplemented, the GOVERNMENT leases to the COMPANY aforesaid RAILROAD FACILITIES; and

WHEREAS, a portion of aforesaid leased RAILROAD FACILITIES are crossed by certain highway facilities under the custody and control of the STATE and more particularly identified as North Carolina Route 24; and

WHEREAS, by the terms of Agreement NOy(R)-65040, made by and between the parties hereto and dated 18 December 1956, the GOVERNMENT owns certain improvements located at the crossing of North Carolina Route 24 and the Marine Barracks Railroad of Camp Lejeune and identified therein as standard type automatic electrically controlled flashing light crossing signals and related circuits, said improvements comprising a portion of aforesaid leased RAILROAD FACILITIES and being hereinafter referred to as the SIGNAL SYSTEM; and

WHEREAS, in order to increase rail and highway traffic safety the STATE and the COMPANY desire to accomplish certain adjustments and improvements to said SIGNAL SYSTEM, said adjustments and improvements being more particularly identified as State Project: 8.7226003, Federal Aid Project: RRS-8-4(6), ID No. Y-327, Onslow County; and



WHEREAS, the GOVERNMENT is agreeable thereto on the terms and conditions hereinafter provided; and

WHEREAS, under provisions of Article 3 of said Lease and Use Agreement NOm-71659, the COMPANY has exclusive rights to the operation and use of those portions of said RAILROAD FACILITIES referred to therein as Segments 1 and 2; and

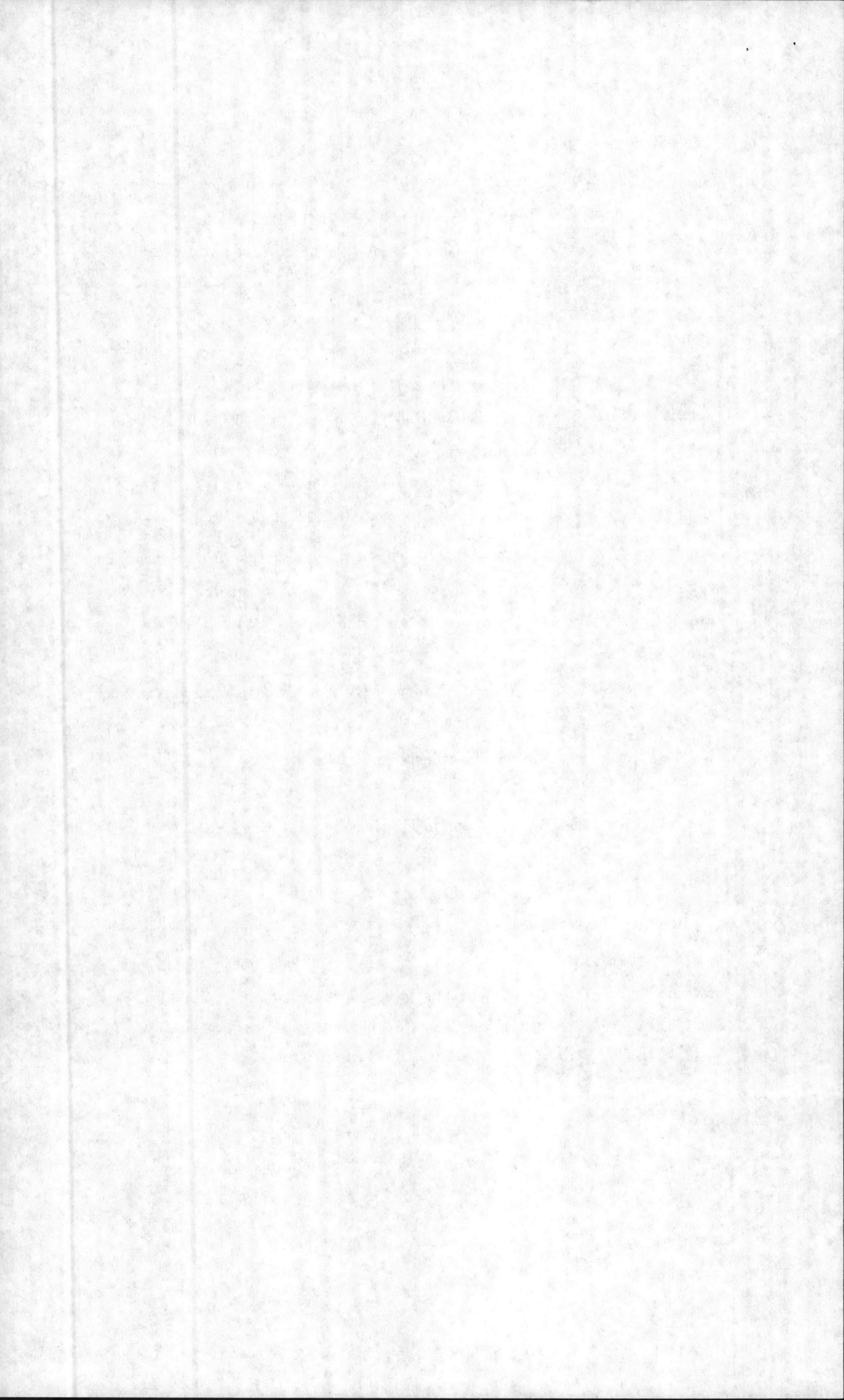
WHEREAS, under provisions of Article 3 of said Lease and Use Agreement NOm-71659, the COMPANY is responsible for the performance of all duties and obligations arising out of use and operation of those segments of aforesaid RAILROAD FACILITIES for which the COMPANY is granted exclusive rights of operation and use; and

WHEREAS, under provisions of Article 22 of said Lease and Use Agreement NOm-71659, no part of the COMPANY'S interest therein shall be transferred, assigned or subleased, nor shall any item of property, or any part thereof, covered by said agreement be sublet or otherwise made available to any third party or parties without the written consent of the GOVERNMENT; and

WHEREAS, this AGREEMENT is expressly entered into to obtain such consent of the GOVERNMENT and COMPANY as may be required for the installation, operation and maintenance of aforesaid improved SIGNAL SYSTEM, as hereinafter described.

NOW THEREFORE, for and in consideration of the PREMISES the parties hereto do mutually agree as follows:

1. The GOVERNMENT hereby grants to the COMPANY and the STATE a right of access to such areas located along, on and adjacent to the tracks of aforesaid Marine Barracks Railroad of Camp Lejeune for the movement of their employees, materials and work equipment as may be reasonably necessary for replacement of the existing GOVERNMENT-owned mast type automatic electrically controlled flashing light crossing signal system located at the intersection of said Marine Barracks Railroad and North Carolina Route 24 with a cantilever type automatic electrically controlled flashing light crossing signal system, said cantilever type



system being hereinafter referred to as the PROTECTIVE DEVICES; it being expressly understood that such movement of employees, materials and work equipment shall in no way unnecessarily delay or interfere with GOVERNMENT activities or the operation and use of said RAILROAD FACILITIES.

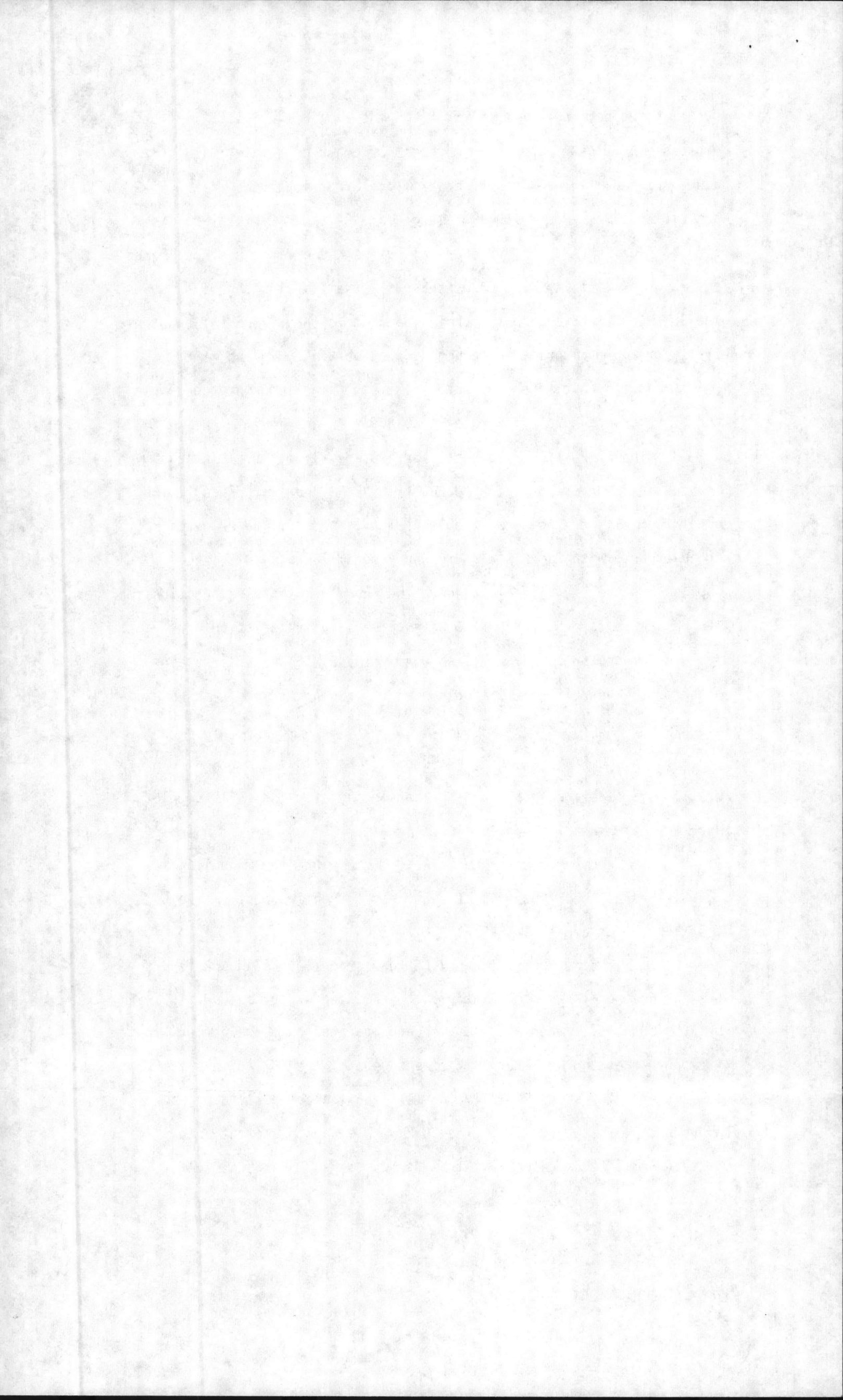
2. The COMPANY shall prepare all plans, specifications, estimates and material lists as may be necessary for the installation of said PROTECTIVE DEVICES and shall submit the same to the GOVERNMENT and the STATE for approval prior to beginning such work; said plans, specifications, estimates and material lists being incorporated herein and by reference hereto made a part hereof.

3. The COMPANY shall purchase or provide all materials necessary for the installation of said PROTECTIVE DEVICES and will perform with its own forces all work in connection therewith, said work to be performed in accordance with Federal-aid Highway Program Manual 1-4-3, and supplements thereto; it being understood, however, that if conditions make it impossible for the COMPANY to accomplish said installation work with its own forces the COMPANY will so notify the STATE and will obtain bids for the work from qualified contractors in accordance with Federal-aid Highway Program Manual 6-6-2-1.

4. The COMPANY shall begin aforesaid installation work as soon as practicable after receipt of authorization therefor and shall complete such work within a reasonable time thereafter.

5. In accordance with Federal-aid Highway Program Manual 6-6-2-1 the STATE shall be responsible for and pay the entire cost of the installation of aforesaid PROTECTIVE DEVICES.

6. After said PROTECTIVE DEVICES have been installed and found by the parties hereto to be in satisfactory working order, said PROTECTIVE DEVICES shall be placed into service and operated, as hereinafter provided, from and after the hour mutually agreed upon by the COMPANY and the STATE thereafter said PROTECTIVE DEVICES shall be property of and owned by the GOVERNMENT. The GOVERNMENT, upon placement into service of said PROTECTIVE DEVICES, will be deemed to have abandoned the

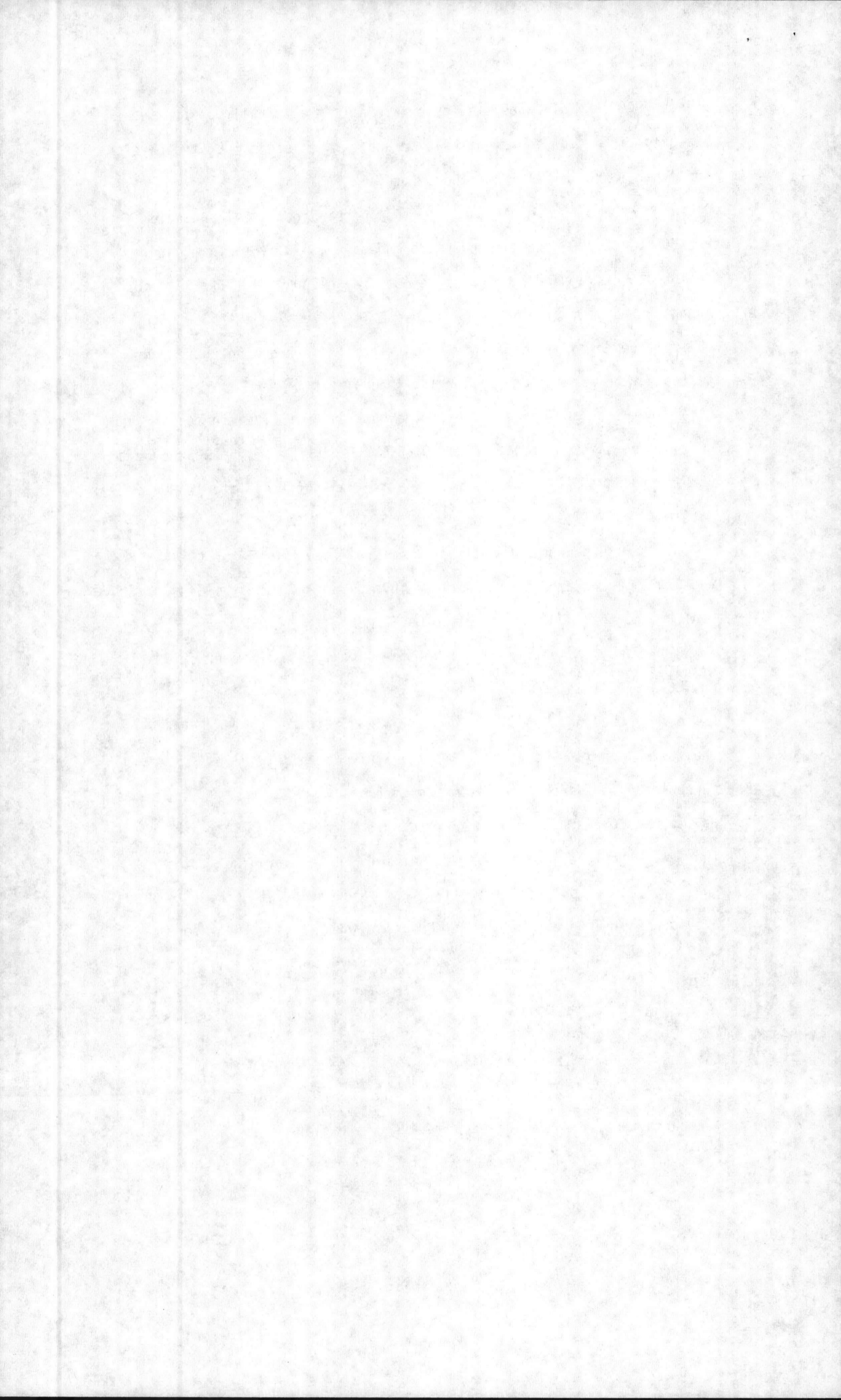


existing GOVERNMENT-owned mast type automatic electrically controlled flashing light crossing signal system and said existing mast type system shall become the exclusive property of the STATE.

7. Upon placement into service, as hereinabove provided, said PROTECTIVE DEVICES shall be operated and maintained by the COMPANY for so long as it may operate and use aforesaid RAILROAD FACILITIES, or until such time as it may be agreed by the parties hereto that said PROTECTIVE DEVICES are no longer necessary or until the road crossing thereby protected may be abandoned or other legal requirements make it necessary to cease operation and maintenance of the PROTECTIVE DEVICES thereat. The cost of the maintenance of said PROTECTIVE DEVICES shall be shared by the COMPANY and the STATE as prescribed by the laws of the State of North Carolina.

8. All expenses, of whatsoever nature, incurred by the COMPANY and the STATE hereunder shall be defrayed by the COMPANY and the STATE at no cost or expense to the GOVERNMENT.

9. The total estimated cost of the installation of aforesaid PROTECTIVE DEVICES is
As soon as the installation is completed and approved by the DEPARTMENT, the COMPANY shall render a bill to the STATE for eighty-five percent (85%) of aforesaid estimated costs and the STATE will pay to the COMPANY the amount of said bill. Within six (6) months of the date of completion and approval of said installation work, the COMPANY shall render a final bill to the STATE in accordance with the provisions of Federal-aid Highway Program Manual 1-4-3. Representatives of the STATE shall have such access to the books and accounts of the COMPANY as may be required to audit said bills. After said final bill has been reviewed and approved by the STATE, the STATE will pay to the COMPANY any amount remaining due to the COMPANY in addition to the amount previously paid, or will advise the COMPANY by letter of the amount of overpayment if said final approved bill shows there has been an overpayment. Promptly upon being advised of any overpayment, the COMPANY shall forward to the STATE reimbursement for said overpayment.



10. No member of or delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this AGREEMENT, or to any benefit to arise therefrom, but this provision shall not be construed to extend to this AGREEMENT if made with a corporation for its general benefit.

11. STATE and COMPANY hereby warrant that no person or agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by STATE or COMPANY for the purpose of securing business. For breach or violation of this warranty, the GOVERNMENT shall have the right to annul this AGREEMENT without liability or in its discretion to require STATE and COMPANY to pay the full amount of such commission, percentage, brokerage, or contingent fee.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized officials as of the day and year first above written.

UNITED STATES OF AMERICA

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

ATTEST:

SEABOARD COAST LINE RAILROAD COMPANY

Secretary of the Company

By _____

(SEAL)

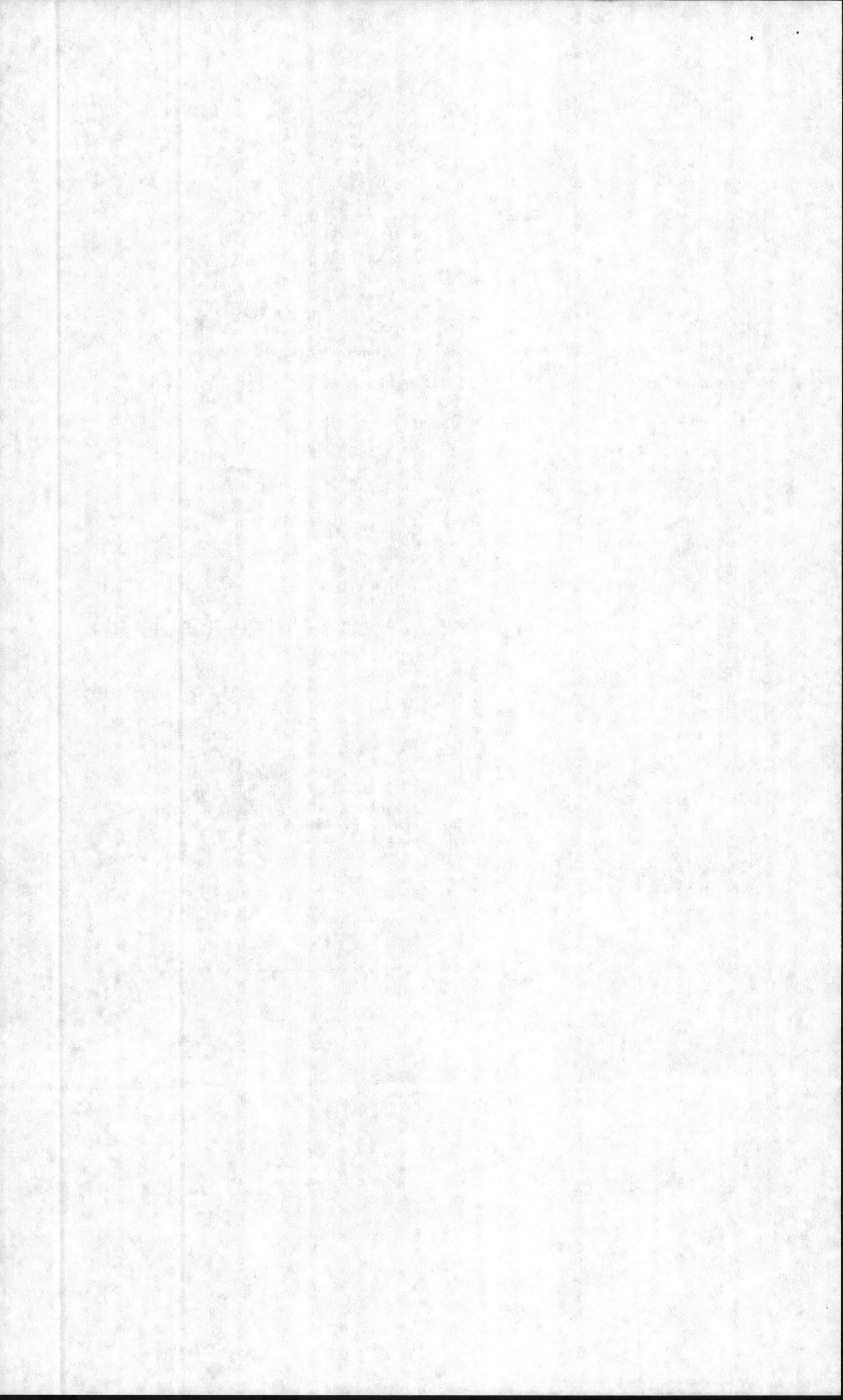
APPROVED AS TO FORM AND LEGALITY

DEPARTMENT OF TRANSPORTATION

Assistant Attorney General

By _____

State Highway Administrator



STATE OF _____)
CITY OF _____) ss

I, _____, a Notary Public
in and for the State and County aforesaid, certify that _____
_____ personally came before me this day and acknow-
ledged that he is _____ of the Seaboard Coast Line
Railroad 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 himself as its _____.

Witness my hand and official seal, this _____ day of
_____, 1979.

Notary Public

My commission expires: _____

(SEAL)

STATE OF VIRGINIA)
CITY OF NORFOLK) to-wit:

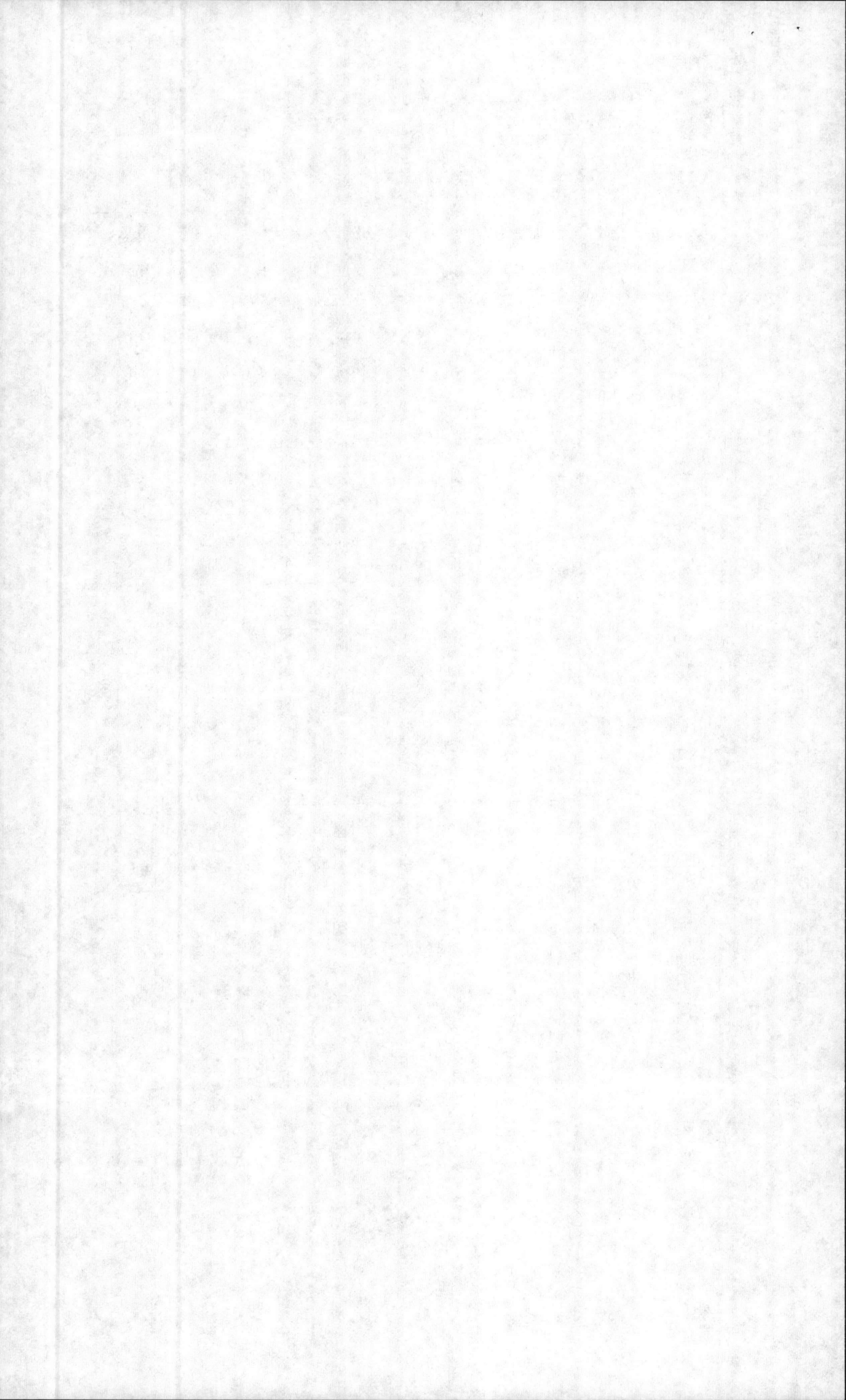
I, _____, a Notary Public
in and for the City and State aforesaid, do hereby certify that
_____, whose name is signed to the foregoing writing
bearing the date of the _____ day of _____, 1979, has
personally appeared before me this date in said City and acknowledged
the same.

Given under my hand this _____ day of _____, 1979.

Notary Public

My commission expires: _____

(SEAL)



STATE OF NORTH CAROLINA)
CITY OF _____) to-wit:

I, _____, a Notary Public
in and for the City and State aforesaid, do hereby certify that
_____, whose name is signed to the foregoing
writing bearing the date of the ____ day of _____, 1979,
has personally appeared before me this date in said City and acknowledged
the same.

Given under my hand this ____ day of _____, 1979.

Notary Public,

My commission expires: _____

(SEAL)

