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All correspondence in connection with contract should include reference to No. NOy(R) 63040

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

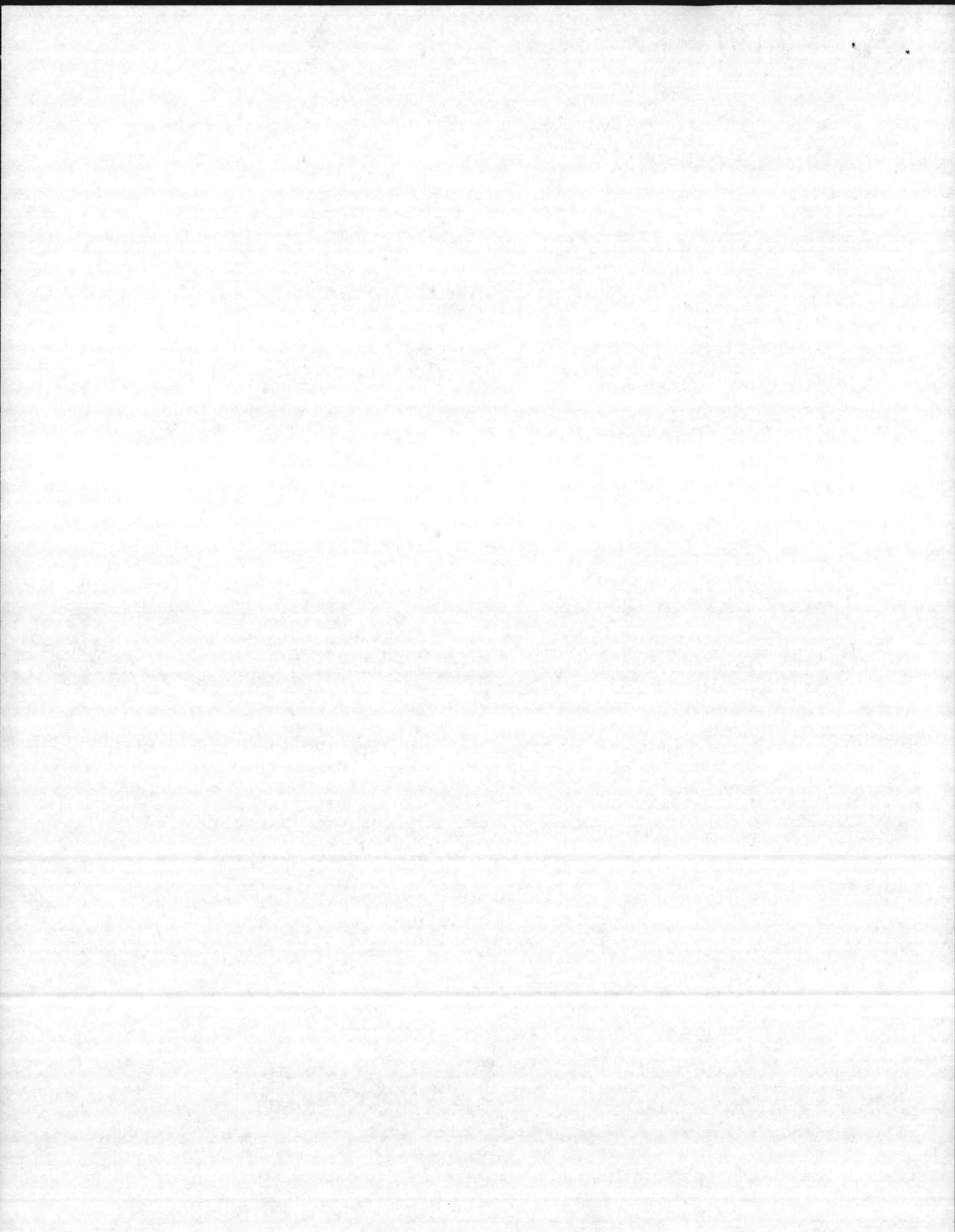
THIS AGREEMENT, made this 18th day of Dec., 1956 between the UNITED STATES OF AMERICA, owner and operator of the Marine Barracks Railroad of Camp Lejeune, represented by the Chief of the Bureau of Yards and Docks, acting under the direction of the Secretary of the Navy, party of the first part, hereinafter called the GOVERNMENT; the ATLANTIC COAST LINE 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 N.C. Route No. 24 (Federal Aid Primary Road No. 113) located in Onslow County, North Carolina, by building a dual lane for east bound highway traffic on the south side of, parallel to, and separated from the 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 hereinafter called the West-bound lane, the aforesaid work being financed in part with Defense Access funds, in part with Federal Aid Primary funds, and in part with State funds, and known and identified as State Project 3697 Onslow County and Federal Aid Project D-AD-F-3(2); and

WHEREAS, the aforesaid road improvement crosses the track and property of the Marine Barracks Railroad of Camp Lejeune, owned and operated by Government, near Project Survey Station 130+22, at which location Standard type automatic electrically controlled flashing light crossing signals were installed on the existing or West-bound lane by 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 result of providing the aforesaid East-bound lane, will require that the existing crossing signal installation on West-bound lane be changed from two-way to a one-way traffic protective facility, and an additional one-way crossing signal installation installed at crossing on the said East-bound lane to reduce the accident probability to highway traffic that may exist thereat when said East-bound lane is opened to highway traffic; the work required in making the necessary changes and revisions in the existing signal installation and installing an additional one-way crossing signal installation at the crossing on the proposed East-bound lane, including all incidental work in connection therewith, and furnishing all new materials required therefor, to be known and identified as part of State Project 3697 Onslow County, and Federal Aid Project D-AD-F-3(2);



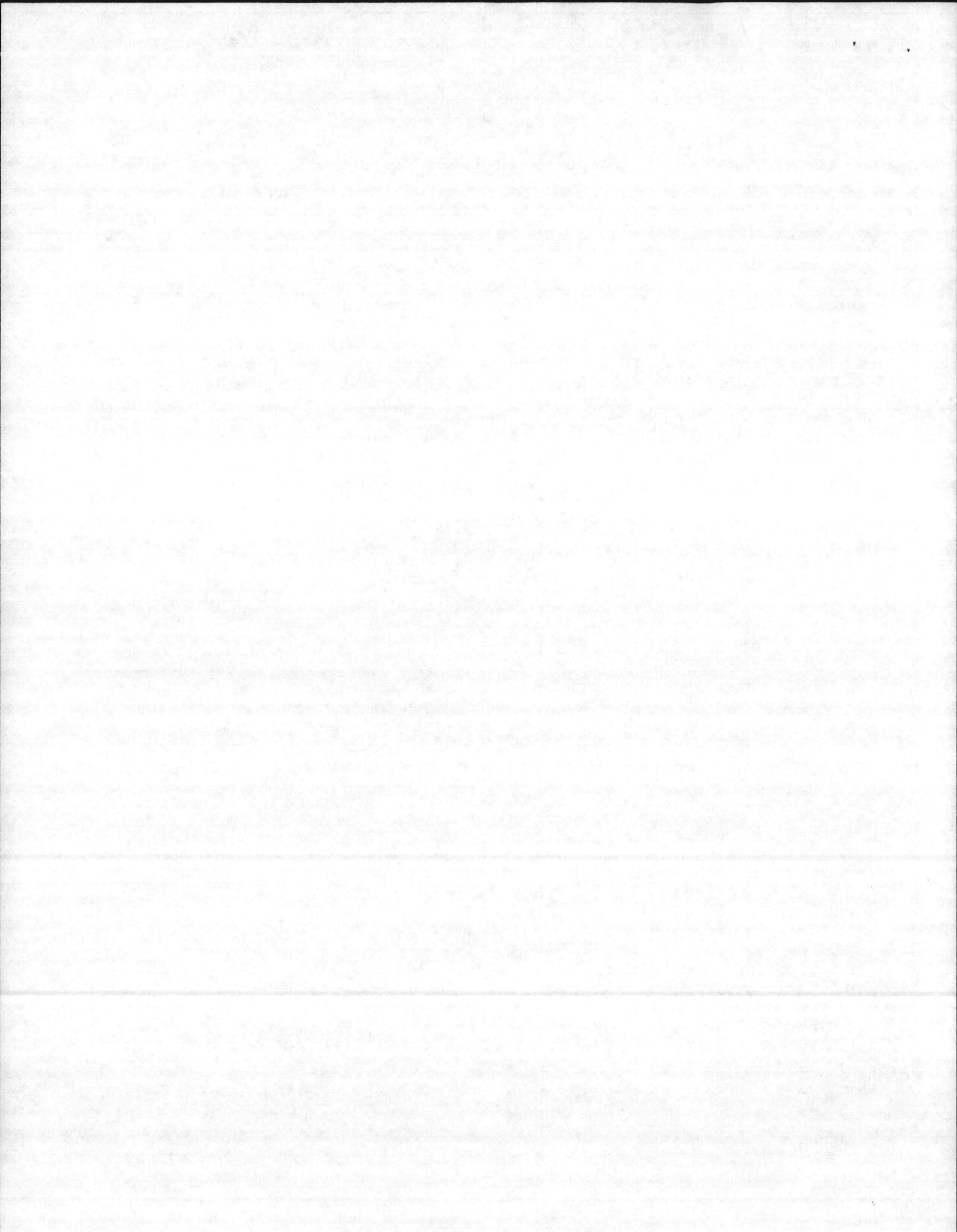
AND WHEREAS, Government and Commission desire and request Company to furnish labor, materials and equipment and do the work on a force account basis, which Company is willing to do upon terms and conditions hereinafter expressed.

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

1. That in the judgment of the parties hereto, the classification of the project comes under Group 4, Page 3 of the Bureau of Public Roads' "General Administrative Memorandum No. 325" dated August 26, 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 West-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 a one-way traffic protective facility; relocate existing instrument case to center of median strip; install one-way crossing signal installation and an additional crossing circuit 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; new material for use in this work to be furnished from the stock of the Company or to be purchased by the Company in the same manner and under the same terms as its other purchases are made, all in accordance with the provisions of the Bureau of Public Roads "Policy and Procedure Memorandum 30-3" dated



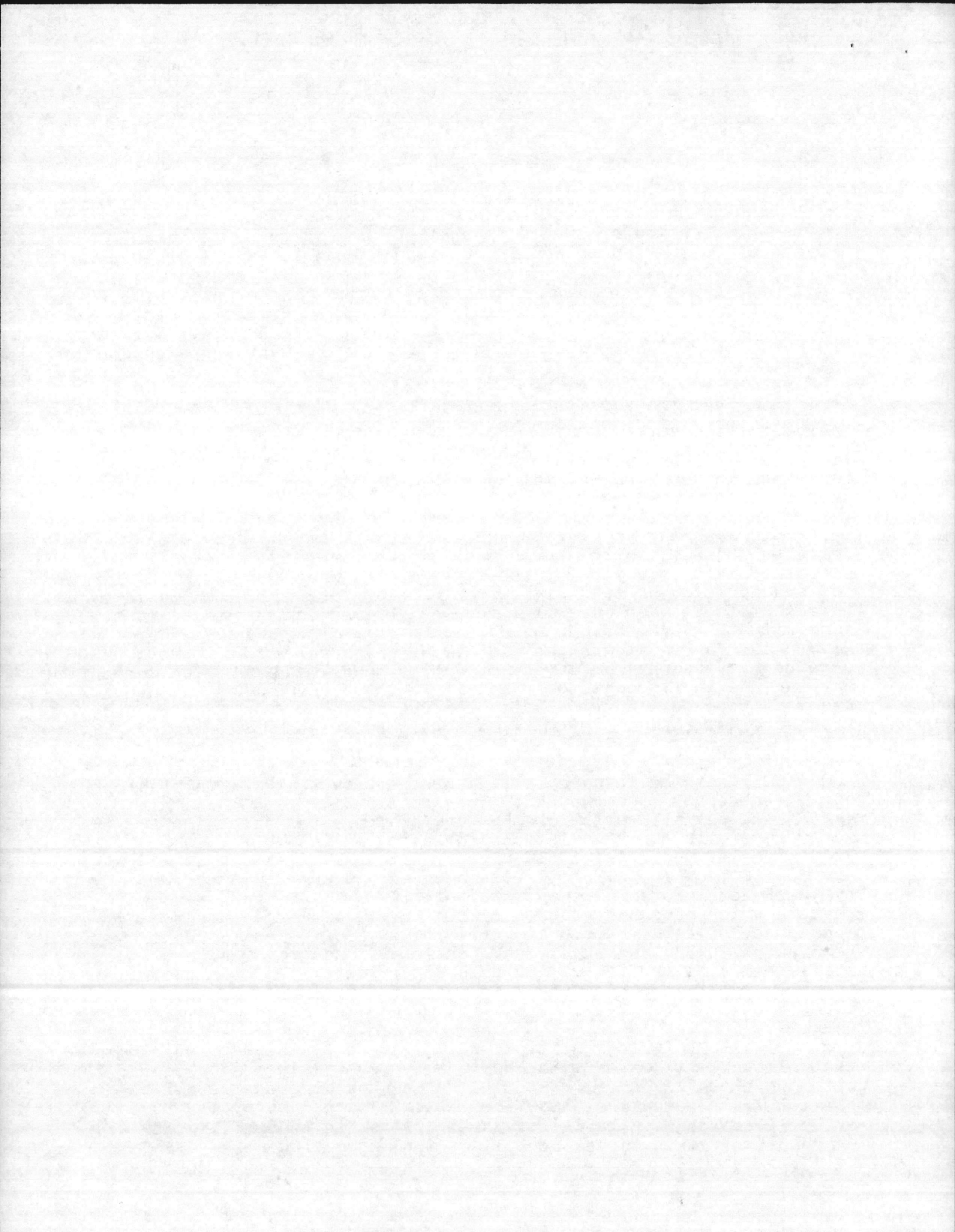
August 15, 1955, and supplements thereto which have been issued by the Bureau of Public Roads, and PROVIDED that the labor required for the prosecution of such work shall be performed by the employees of Company under and in accordance with the terms of current agreements between Company and the Company's employees; and 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 and Public Works Commission and dated January 1, 1955, as supplemented and amended.

4. 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 installation, 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.

5. That the Commission agrees, subject to the provisions of Article 9 hereof, to reimburse the Company for the cost of all work performed and materials furnished by it in connection with the changes in, 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 may include in its cost for which it is to be reimbursed any other items of expense incurred by it, for which, under said "Policy and Procedure Memorandum 30-3", it may claim reimbursement from the Commission.

6. That the intent of this agreement is that the Commission shall, 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-Aid Road Act of July 11, 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.

7. 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; said cost estimate to be the bill of the Company rendered as aforesaid, covering the performance of said work, which meets the approval



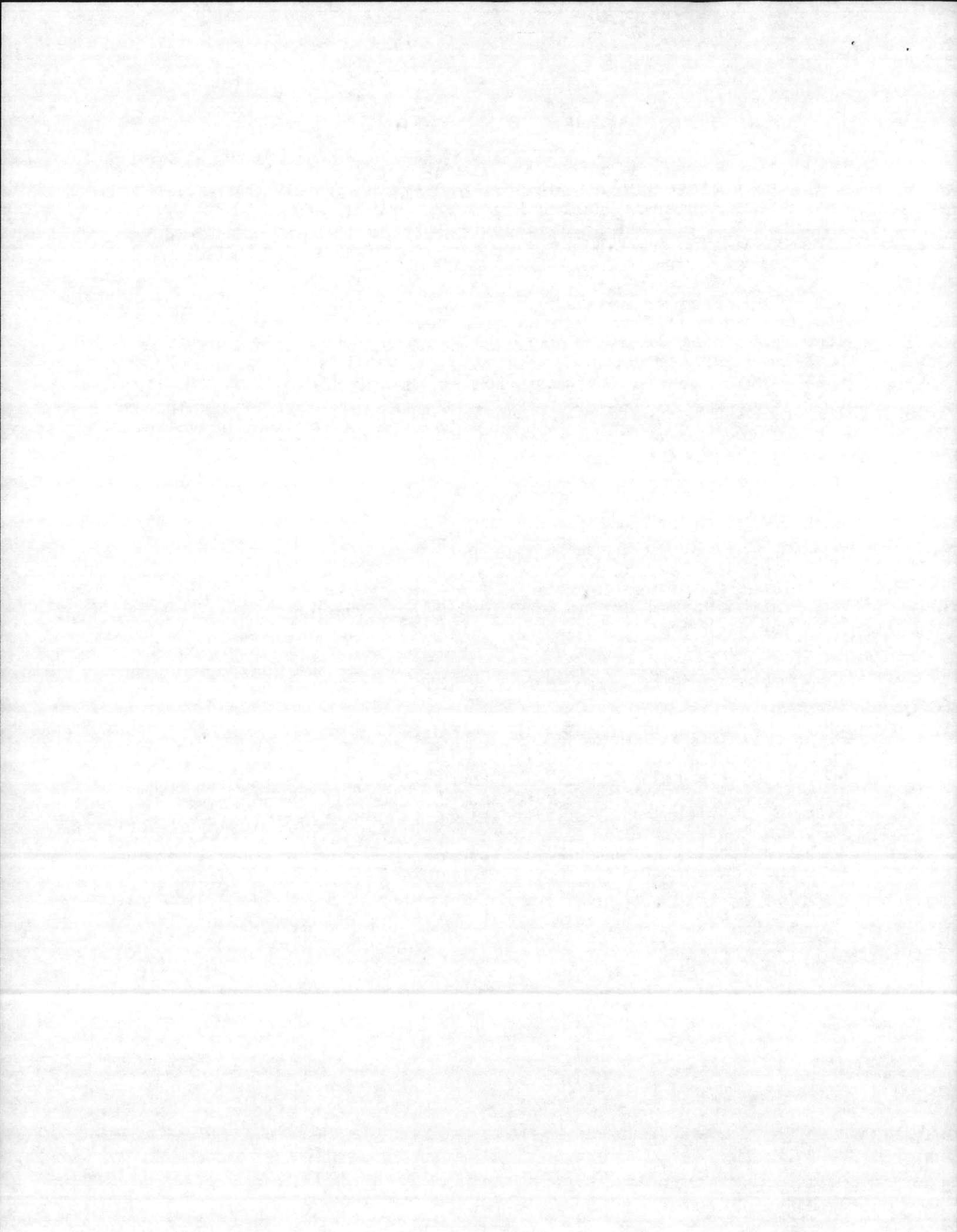
of the Bureau of Public Roads, and that the Company shall have no claim whatsoever against the Commission for reimbursement for the performance of any part of said work, the charges for which the Bureau of Public Roads will not approve. If any items hereunder have been paid inadvertently, or having been paid by the Commission have been rejected by the Bureau of Public Roads, the Company agrees to reimburse the Commission for all such items.

8. 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 hour mutually agreed upon by the Company and Commission, and shall be thereafter owned by the Government, and at its own cost and expense, operated 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 necessary to cease operation and maintenance of signals thereat.

9. 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 operative without attendants.

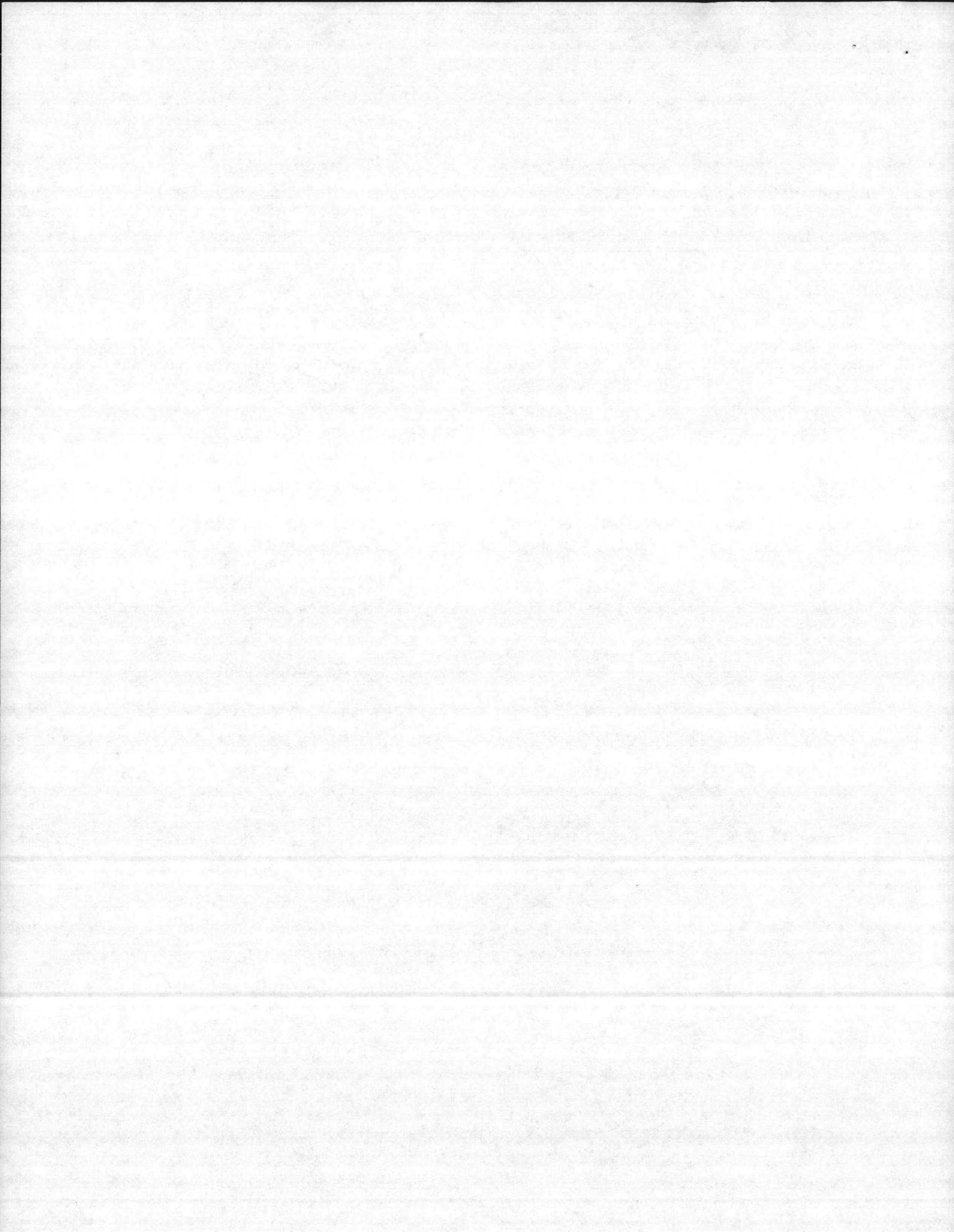
10. Settlement of the account between the Company and the Commission growing out of said work shall be made in the following manner, viz:

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 installation on the West-bound lane, and the additional signal installation required installed on the East-bound lane, at the aforesaid location; and the Commission hereby agrees, subject to the provisions of Article 7 of this agreement to pay to the Company the amount due it under such bill within 60 days from receipt of same by the Commission.









NORTH CAROLINA

STATE HIGHWAY AND PUBLIC WORKS COMMISSION

COPY OF DETAILED ESTIMATE OF COST COVERING FORCE ACCOUNT WORK TO BE PERFORMED BY THE ATLANTIC COAST LINE RAILROAD COMPANY INCIDENT TO CHANGES IN EXISTING SIGNAL INSTALLATION AND INSTALLING AN ADDITIONAL INSTALLATION AT INTERSECTION OF N.C. ROUTE #24 (FEDERAL AID PRIMARY ROAD NO. 113) WITH THE MARINE BARRACKS RAILROAD OF CAMP LEJEUNE, NEAR ROAD PROJECT SURVEY STATION 130+22 EAST OF JACKSONVILLE, ONSLOW COUNTY, NORTH CAROLINA.

STATE PROJECT 3697  
 ONSLOW COUNTY

F. A. PROJECT D-AD-F-3(2)

Materials	\$2,645.00
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	145.00
Ton-mileage & Transportation Costs	125.00
Engineering, Accounting & Contingencies	<u>550.00</u>
Gross Estimated Cost	\$5,995.00
Less Estimated New Value of Released Materials	<u>5.00</u>
Net Estimated Cost	\$5,990.00

November 16, 1955.



NORTH CAROLINA

THIS AGREEMENT, made this the \_\_\_\_\_ day of \_\_\_\_\_, 1977, between Seaboard Coast Line Railroad Company, a corporation of Virginia, hereinafter called "Railroad", and the Department of Transportation, an agency of the State of North Carolina, hereinafter called "Department";

W I T N E S S E T H:

THAT WHEREAS, the parties hereto desire to increase the protection at the grade crossing of the tracks of Railroad shown below by

- Location:
- City or Town:
- County:
- Railroad's Milepost:
- Inventory Crossing No.:

All of said work to be a part of Department's Project \_\_\_\_\_, Federal Aid Project \_\_\_\_\_ ;

NOW THEREFORE, the Department and the Railroad do agree:

1. The Railroad shall prepare all necessary plans, specifications, estimates and material lists, and shall submit the same to the Department for approval prior to beginning work, said plans, specifications, estimates and material lists being incorporated herein by reference and made a part hereof.
2. The Railroad will purchase or provide the necessary materials and will perform all work with its own forces in connection with said installation in accordance with Federal-aid Highway Program Manual 1-4-3, and supplements thereto; it is understood, however, that if conditions make it impossible for Railroad to do the work with its own forces, Railroad will so notify the Department and will obtain bids for the work from qualified contractors in accordance with FHPM 6-6-2-1.
3. That the Railroad will begin the work of installation as soon as practicable after date of authorization to begin construction and shall complete the work within a reasonable time thereafter.
4. That in accordance with Federal-aid Highway Program Manual 6-6-2-1, the Department shall pay the entire cost of said installation.
5. That after the protective devices have been installed and found to be in satisfactory working order by the parties hereto, they shall be put into service and operated from and after the hour mutually agreed upon by the Railroad and the Department, and shall be thereafter in the custody of the Railroad and operated and maintained by it so long as it may operate its Railroad, or until it is agreed between the parties hereto that the protective devices are no longer necessary or until the crossing may be abandoned or other legal requirements make it necessary to cease operation and maintenance of the protective devices thereat. The cost of



maintenance of said protective devices will be shared by the parties hereto as prescribed by the laws of the State of North Carolina. In the event the protective devices at the crossing covered in this agreement are for the above reasons abandoned or protection discontinued, the protective devices at said crossing are to be removed and installed at a grade crossing designated by Department and shall thereafter be subject to the terms of this Article.

6. The total estimated cost of this project is Thousand  
Hundred Dollars (\$ .00). As soon as the installation is completed and accepted by the Department, Railroad may render a bill to the Department for eighty-five percent (85%) of said estimate, and the Department will pay the amount of said bill to Railroad. Within six (6) months of date of completion and acceptance of the installation, Railroad will render a final bill in accordance with FHPM 1-4-3. Representatives of the Department shall have such access to the books and accounts of the Railroad as may be required to audit said bill. After the bill has been reviewed and approved by the Department, Department will pay to Railroad any amount remaining due to Railroad in addition to the amount previously paid, or will advise the Railroad by letter of the amount of overpayment if said final approved bill shows there has been an overpayment. Promptly after being advised of an overpayment, Railroad will forward to the Department reimbursement for said overpayment.

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

ATTEST:

SEABOARD COAST LINE RAILROAD COMPANY

\_\_\_\_\_  
Secretary of the Company

By \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Assistant Attorney General

By \_\_\_\_\_  
State Highway Administrator

EXAMINED AND APPROVED:

\_\_\_\_\_  
Division Administrator - FHWA

